

FARGO CITY COMMISSION AGENDA

Monday, July 12, 2021 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 28, 2021; Special Meeting, July 1, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
 - a. Relating to Ordinances – Violation.
 - b. Relating to Unlawful for Minors to Enter Liquor or Beer Establishments.
- 2. 1st reading of an Ordinance Relating to Classification of Ordinance Violations (tobacco products to minors).
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading, 6/28/21:
 - a. Rezoning Certain Parcels of Land Lying in Craigs Oak Grove Second Addition.
 - b. Relating to Boulevard Gardens.
- 4. Site Authorizations for Games of Chance:
 - a. Fraser Ltd. at Golf Addiction (amended).
 - b. Fraser Ltd. at Space Aliens.
- 5. Applications for Games of Chance:
 - a. Legacy Children's Foundation for a raffle on 8/16/21.
 - b. Sanford Health Foundation North for a raffle on 8/12/21.
 - c. Nativity Knights of Columbus for a raffle on 9/30/21.
 - d. River Keepers for a raffle on 8/7/21.
 - e. Fargo North High School for a calendar raffle from 8/9/21 to 5/28/22.
 - f. Fargo North High School for a calendar raffle from 11/24/21 to 2/13/22.
 - g. Knights of Columbus Fourth Degree Assembly 788 for a calendar raffle from 1/1/22 to 1/31/22.
 - h. Kringen Club Inc. for bingo from 7/1/21 to 6/30/22.
 - i. Villa Nazareth dba CHI Friendship for a raffle on 10/22/21.
 - j. YMCA of Cass and Clay Counties for a raffle on 8/3/21.
 - k. Benefit for Larry Larson for a raffle and raffle board on 7/14/21; Public Spirited Resolution.
- 6. Change Order No. 4 for an increase of \$65,105.40 for Project No. FM-16-A1.
- 7. Final Balancing Change Order No. 3 in the amount of \$363.65 for Project No. SL-20-A1.

Right of Way Use Agreement with Sigma Psi Housing, LLC and Construction Engineers, Inc.

9. Notice of Grant Award from the ND Department of Health for Regional Environmental Health Services.
10. Notice of Grant Award from the ND Department of Health for State Aid to Local Public Health Units.
11. Notice of Grant Award from the ND Department of Health for Public Health Emergency Preparedness and Response (CFDA #93.089).
12. Purchase of Service Agreement with Fargo Public School District for school years 2021-2024.
13. Notice of Grant Award with the North Dakota Department of Health for increasing immunization rates for local public health units (CFDA #93.268).
14. Collaboration funds in the amount of \$2,500.00 from the Bob Woodruff Foundation to the Fargo ND Cares Program.
15. Agreement – Contract Human Resources Manager with Melissa Lura.
16. Out-of-grade pay request for Chris Helmick and Matt Christianson at the Police Department retroactively effective 5/3/21.
17. Resolution Approving Plat of Thor Addition.
18. Contract and bond for the replacement of the Fire Alarm System at the FARGODOME (RFP21103).
19. Bills.
20. Change Order No. 1 for an increase of \$105,831.58 for Improvement District No. PR-21-G1.
21. Negative Final Balancing Change Order No. 3 in the amount of -\$43,573.13 for Improvement District No. BN-20-E1.
22. Negative Final Balancing Change Order No. 3 in the amount of -\$39,143.94 for Improvement District No. BN-20-F1.
23. Bid award for Improvement District No. AN-21-A1.
24. Contracts and bonds for Improvement District Nos. BN-21-H1, PR-21-F1 and SL-21-C1.

REGULAR AGENDA:

25. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
26. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Valley View Estates Second Addition (3604 through 3731 50th Street South); approval recommended by the Planning Commission on 4/6/21:

1. Zoning Change from SR-4, Single-Dwelling Residential, MR-1, Multi-Dwelling Residential and MR-2, Multi-Dwelling Residential with a C-O, Conditional Overlay to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential and MR-1, Multi-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Valley View Estates Second Addition.
- b. Eagle Valley Fifth Addition (7401 and 7501 23rd Street South); approval recommended by the Planning Commission on 4/6/21:
1. Zoning Change from MR-2, Multi-Dwelling Residential and LC, Limited Commercial to LC, Limited Commercial with a C-O, Conditional Overlay and SR-4, Single-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Eagle Valley Fifth Addition.
- c. Plat of South Haven Second Addition a replat of Lots 21-32, South Haven Subdivision (2505, 2511, 2517, 2523, 2529, 2605, 2611, 2617, 2623, 2705, 2717 and 2729 65th Avenue South).
- d. Hearing on a dangerous building located at 305 University Drive South.
27. Update on the FM Area Diversion Project.
28. 2nd reading and final adoption of an Ordinance Relating to Classification of Ordinance Violations (Minor in Possession/Consumption of Alcohol).
29. Consider approval of Bankruptcy Plan of Purdue Pharma et al (City Attorney and City Opioid Litigation Counsel, Andrus Anderson LLP).
30. Final design recommendations for Improvement District No. BR-22-A1.
31. Adoption of a Resolution Establishing Reporting Requirements of the Fargo Police Department Related to Hate Crimes.
- a. Quarterly Report through June 2021.
32. Report from the Police and Fire Departments regarding fireworks.
33. Commissioner Gehrig would like to discuss City elections and the possibility of placing the following as questions on the 2022 Primary Election ballot:
- a. Implementation of a Ward System in Fargo.
 - b. Increase the number of Commissioners from 5 to 7.
 - c. Term limits – keep or remove, as well as a legal interpretation of term limits and how they affect a sitting Commissioner and/or a Mayoral seat after having possibly filled vacancies, to include a clear explanation of when current Commissioners terms are up.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

July 8, 2021

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

Mayor and Commissioners,

With the passage and adoption of the ordinances pertaining to hate crimes, specifically §§ 10-0321.1- Criminal Mischief- Hate Crime, 10-0322.1- Harassment- Hate Crime, and 10-0323.1- Simple Assault- Hate Crime, these offenses must now be added to the classification section of the Fargo Municipal Code, § 1-0305. All three of these crimes, similar to the underlying conduct offense, are Class B misdemeanors, which carry a maximum penalty of a fine in the amount of \$1,500 and 30 days in jail. Attached for your information is the revised ordinance section 1-0305, adding these three offenses.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and this be the first reading, by title of An Ordinance amending section 1-0305 of the Fargo Municipal Code- Classification of ordinance violations.

Please feel free to contact me if you have any questions, comments or concerns.

Sincerely,

Nancy J. Morris

NJM/lmw

Enclosure



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305 OF
ARTICLE 1-03 OF CHAPTER 1 OF
THE FARGO MUNICIPAL CODE RELATING TO
ORDINANCES - VIOLATION

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property),

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

Section 2. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

July 8, 2021

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Ordinance Amendment – Minor in a Liquor Establishment, Restrictions on the Sale of Alcoholic beverages, and miscellaneous alcohol corrections.

Dear Mayor and Commissioners,

Fargo Municipal Code Article 25-15 historically has closely mirrored State Statutes when applicable. Recent legislative changes have prompted the need for some amendments to ordinances, specifically House Bill 1184, which details when a minor may be in a liquor establishment with a parent or guardian, and Senate Bill 2220, which changed the Sunday sales time from 11:00 a.m. to 8:00 a.m. In addition to these changes, the recent addition of the sections establishing the Liquor Control Board resulted in some section identification anomalies and further there were several clean up items detected throughout this review process. I am enclosing for your consideration amendments to Fargo Municipal Code §§10-0102, 25-1509, 25-1520, and 1-0305, the latter relating to the Classification of Ordinance Violations.

SUGGESTED MOTION: I move to waive the receipt and filing of the enclosed ordinances one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Fargo Municipal Code section 10-0102 of Article 10-01 of Chapter 10 of the Fargo Municipal Code relating to Minor in a Liquor establishment, sections 25-1509 and 25-1520 of Article 25-15 of Chapter 25 of the Fargo Municipal Code relating to Restrictions on sale, service or dispensing of alcoholic beverages and Penalties on Alcohol Restrictions, and section 1-0305 of Article 1-03 of Chapter 1 relating to Classification of Ordinance Violations.

Please do not hesitate to contact me if you have any questions, comments or concerns.

Sincerely,

Nancy J. Morris

cc: Steve Sprague
William Wischer



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0102 OF ARTICLE 10-01 OF CHAPTER 10
RELATING TO UNLAWFUL FOR MINORS TO ENTER LIQUOR OR BEER
ESTABLISHMENTS, 25-1509 AND 25-1520 OF ARTICLE 25-15 OF CHAPTER 25 OF THE
FARGO MUNICIPAL CODE RELATING TO RESTRICTIONS ON SALE, SERVICE OR
DISPENSING OF ALCOHOLIC BEVERAGES AND PENALTY, AND SECTION 1-0305 OF
ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO
CLASSIFICATION OF ORDINANCE VIOLATIONS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

10-0102. - Unlawful for minors to enter liquor or beer establishments.

It shall be unlawful for any person under the age of 21 years to enter, or attempt to enter, any
establishment in the city where intoxicating liquor or beer is sold, served, or dispensed, unless
otherwise permitted under § 25-1509.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

* * * *

1 C. Any person under 21 years of age may enter and remain in a restaurant where
2 alcoholic beverages are being sold if the restaurant is separated from the room
3 designated area in which alcoholic beverages are opened or mixed and if gross sales
4 of food are at least equal to gross sales of alcoholic beverages which are consumed
5 in the dining area. Any person who is employed by the restaurant as a food waiter,
6 food waitress, busboy or busgirl may not engage in the sale, dispensing, delivery
7 or consumption of alcoholic beverages; provided, that any person who is between
8 18 and 21 years of age may be employed by the restaurant to serve and collect
9 money for alcoholic beverages, if the person is under the direct supervision of a
10 person 21 or more years of age. A law enforcement officer, or person cooperating
11 with and under the control of such law enforcement officer, under the age of 21
12 years may enter premises where alcoholic beverages are sold, dispensed, or
13 consumed in the performance of an official duty. Any establishment where
14 alcoholic beverages are sold may employ persons from 18 to 21 years of age to
15 work in the capacity of musicians under the direct supervision of a person over 21
16 years of age. Any person under 21 years of age may enter and remain on the license
17 premises if the person is an independent contractor or the independent contractor's
18 employee engaged in contract work and is not engaged in selling, dispensing,
19 delivering or consuming alcoholic beverages, or if the individual enters the
20 premises for training, education, or research purposes under the supervision of an
21 individual ~~twenty-one~~ 21 or more years of age with prior notification of the local
22 licensing authority. Any person under 21 years of age may remain in the area of
23 and event where beer, wine, or sparkling wine is sold in accordance with the
conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city
comparable ordinance § 25-1506(G)(4).

16 D. ~~Any person under 21 years of age may enter and remain in a restaurant where
17 alcoholic beverages are being sold when accompanied by a parent or legal guardian,
18 whether or not the restaurant is separated from the room in which alcoholic
19 beverages are opened or mixed and whether or not gross sales of food are equal to
20 gross sales of alcoholic beverages.~~

At the discretion of the owner of the licensed premises, an individual under 21 years
of age may be permitted to enter and remain in a restaurant where alcoholic
beverages are being sold and in the area of the restaurant designated for the opening
or mixing of alcoholic beverages if the individual:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- a. Is accompanied by a parent or guardian;
- b. Is not seated at or within three feet [0.91 meters] of the bar counter;
and
- c. Does not enter or remain in the designated area after ten p.m.

For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code.

* * * *

- F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages ~~after 2:00 a.m. on Sundays, before 11:00 a.m. on Sundays, or between the hours of 2:00 a.m. and 8:00 a.m. on all other days of the week;~~ nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and ~~8:00 a.m. 12:00 noon~~ on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.

* * * *

Section 3. Amendment.

25-1520. - Penalty.

Any person, firm or corporation violating §§ 25-1509(A), ~~or 25-1518(C), or 25-1518(D)~~ of this article is guilty of a Class B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed \$1,500, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may assess a fee in an amount not to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.

Unless otherwise indicated, every person, firm or corporation violating any other sections of this article shall, upon conviction thereof, be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Section 4. Amendment.

1-0305. Classification of ordinance violations.

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-15138(C) (minor misrepresenting age), and section 25-15138(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

* * * *

C. 7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-15138(A) (selling/consuming alcohol in public), section 25-15138(B) (possessing/consuming alcohol in public building).

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

* * * *

Section 5. Penalty.

1 A person, firm, or corporation who violates §§ 25-1509(A), 25-1518(C), or 25-1518(D) of
2 article 25-15 is guilty of a Class B misdemeanor and shall be punished by a fine not to exceed
3 \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment,
in the discretion of the court; the court to have power to suspend said sentence and to revoke
the suspension thereof.

4 A person who violates section 10-0102, 25-1509(C), 25-1509(D), or 25-1509(F) is guilty
5 of an infraction. Every person, firm, or corporation violating an ordinance which is
6 punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to
have power to suspend said sentence and to revoke the suspension thereof.

7 A person who violates section 25-1518(A) or 25-1518(B) is guilty of non-criminal offense
8 and shall be punished with a \$100 fee.

Section 6. Effective Date.

9 This ordinance shall be in full force and effect from and after its passage and approval.
10
11
12
13

14 _____
Timothy J. Mahoney, M.D., Mayor

15 Attest:

16
17 _____
18 Steven Sprague, City Auditor

19 First Reading:
20 Second Reading:
21 Final Passage:
22
23

**Sixty-seventh Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 5, 2021**

HOUSE BILL NO. 1184
(Representatives Louser, Becker, Lefor, Richter, Schatz)
(Senators Meyer, Vedaa)

AN ACT to amend and reenact subsection 3 of section 5-02-06 of the North Dakota Century Code, relating to prohibitions for an individual under twenty-one years of age; and to provide a penalty.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. AMENDMENT. Subsection 3 of section 5-02-06 of the North Dakota Century Code is amended and reenacted as follows:

3. a. At the discretion of the owner of the licensed premises, an individual under twenty-one years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:
- (1) Is accompanied by a parent or guardian;
 - (2) Is not seated at or within three feet [0.91 meters] of the bar counter; and
 - (3) Does not enter or remain in the designated area after ten p.m.
- b. An individual under twenty-one years of age may ~~not be permitted to~~ remain in a restaurant where alcoholic beverages are being sold ~~except~~ if the restaurant is separated from the ~~room~~ designated area in which alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area, or if the individual is employed by the restaurant as a food waiter, food waitress, busboy, or busgirl under the direct supervision of an individual twenty-one ~~or more~~ years of age or older and is not engaged in the sale, dispensing, delivery, or consumption of alcoholic beverages.

H. B. NO. 1184 - PAGE 2

Speaker of the House

President of the Senate

Chief Clerk of the House

Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1184.

House Vote: Yeas 90 Nays 2 Absent 2

Senate Vote: Yeas 31 Nays 15 Absent 1

Chief Clerk of the House

Received by the Governor at _____ M. on _____, 2021.

Approved at _____ M. on _____, 2021.

Governor

Filed in this office this _____ day of _____, 2021,

at _____ o'clock _____ M.

Secretary of State

**Sixty-seventh Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 5, 2021**

SENATE BILL NO. 2220
(Senators Meyer, Holmberg, Poolman, K. Roers)
(Representatives Howe, Mock)

AN ACT to amend and reenact subsection 2 of section 5-01-17, subsection 2 of section 5-01-19, and section 5-02-05 of the North Dakota Century Code, relating to the dispensing and selling of alcoholic beverages on Sunday; and to provide a penalty.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. AMENDMENT. Subsection 2 of section 5-01-17 of the North Dakota Century Code is amended and reenacted as follows:

2. A domestic winery may sell wine produced by that winery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its wine to persons inside or outside of the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year; glassware; wine literature and accessories; and cheese, cheese spreads, and other snack food items. A licensee may dispense free samples of the wines offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between ~~twelve noon~~eight a.m. and twelve midnight. The tax commissioner may issue special events permits for not more than forty events per calendar year to a domestic winery allowing the winery, subject to local ordinance, to give free samples of its wine and to sell its wine by the glass or in closed containers, at off-premises events. A domestic winery may not engage in any wholesaling activities. All sales and deliveries of wines to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. For any month in which a domestic winery has made sales to a North Dakota wholesaler, that domestic winery shall file a report with the tax commissioner no later than the last day of each calendar month reporting sales made during the preceding calendar month. When the last day of the calendar month falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter.

SECTION 2. AMENDMENT. Subsection 2 of section 5-01-19 of the North Dakota Century Code is amended and reenacted as follows:

2. A domestic distillery may sell spirits produced by that distillery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year. Direct sales within this state are limited to two and thirty-eight hundredths gallons [9 liters] or less per month per person for personal use and not for resale. The packaging must conform with the labeling requirements in section 5-01-16. A licensee may dispense free samples of the spirits offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between ~~twelve noon~~eight a.m. and twelve midnight. A domestic distillery may hold events inside and outside its premises, but only on contiguous property under common ownership, allowing free samples of its spirits and to sell its spirits by the glass or in closed containers. The tax commissioner may issue event permits for not more than forty event days per calendar year to a domestic distillery allowing the domestic distillery, subject to local ordinance, to give free samples of its product and to sell its product by the glass or in closed containers, at off-premises events. A domestic distillery may not engage in any wholesaling activities. Except as provided by section 5-01-19.1, all sales and deliveries of spirits to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. However, a domestic distillery may sell distilled spirits to a domestic winery

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if the distilled spirits were produced from products provided to the domestic distillery by the domestic winery. No later than the last business day of a calendar month, a farm distillery that has made sales to a North Dakota wholesaler during the preceding calendar month shall file a report with the tax commissioner reporting those sales.

SECTION 3. AMENDMENT. Section 5-02-05 of the North Dakota Century Code is amended and reenacted as follows:

5-02-05. Dispensing prohibited on certain days - Penalty.

A person may not dispense or permit the consumption of alcoholic beverages on a licensed premises between two a.m. and ~~eleven a.m. on Sundays, between the hours of two a.m. and eight a.m. on all other days of the week, or,~~ on Christmas Day, or after six p.m. on Christmas Eve. In addition, a person may not provide off sale after two a.m. on Thanksgiving Day or between two a.m. and ~~eight~~ a.m. on Sundays. A person that violates this section is guilty of a class A misdemeanor.

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President of the Senate

Speaker of the House

Secretary of the Senate

Chief Clerk of the House

This certifies that the within bill originated in the Senate of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as Senate Bill No. 2220.

Senate Vote: Yeas 24 Nays 22 Absent 1

House Vote: Yeas 49 Nays 41 Absent 4

Secretary of the Senate

Received by the Governor at _____ M. on _____, 2021.

Approved at _____ M. on _____, 2021.

Governor

Filed in this office this _____ day of _____, 2021,
at _____ o'clock _____ M.

Secretary of State

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

②

1 AN ORDINANCE AMENDING SECTION 10-0103 AND 10-0105 OF ARTICLE 10-01
2 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING TO
3 THE SALE OF TOBACCO PRODUCTS TO MINORS AND USE AND
4 POSSESSION BY MINORS PROHIBITED, SECTION 10-1002 OF
5 ARTICLE 10-10 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE
6 RELATING TO SALE OF TOBACCO PRODUCTS THROUGH VENDING MACHINES,
7 SECTION 35-0103 OF ARTICLE 35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL
8 CODE RELATING TO SUSPENSION OF AUTHORITY TO SELL TOBACCO PRODUCTS
9 AND IMPOSITION OF ADMINISTRATIVE PENALTIES, AND SECTION 1-0305 OF
10 ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
11 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

12 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
13 accordance with Chapter 40-05.1 of the North Dakota Code; and,

14 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
15 shall have the right to implement home rule powers by ordinance; and,

16 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
17 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
18 therewith and shall be liberally construed for such purposes; and,

19 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
20 implement such authority by the adoption of this ordinance;

21 NOW, THEREFORE,

22 Be It Ordained by the Board of City Commissioners of the City of Fargo:
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

10-0103. - Sale of tobacco to ~~minors~~ individuals under twenty-one (21) years of age and use and possession by ~~minors~~ individuals under 21 years of age prohibited.

- A. For purposes of this section the definitions in 10-1001 shall apply.
- B. No person shall sell or furnish to an minor individual under 21 years of age, or procure for an minor individual under 21 years of age, cigarettes, including clove cigarettes, cigarette papers, cigars, e-cigarettes, snuff, or tobacco products in any other form in which it may be utilized for smoking, vaping, or chewing. As used in this section, "sell" includes dispensing from a vending machine under the control of the vendor. ~~It shall be a defense to this subsection if the person furnishing tobacco to a minor did so as part of a cultural or religious practice; provided, however, that in no event shall any sale or other exchange for value be lawful.~~ A person in violation of this subsection shall be guilty of an infraction.
- C. No person under the age of ~~18~~ 21 shall sell, possess, purchase, attempt to purchase, smoke, or use cigarettes, including clove cigarettes, cigars, cigarette papers, e-cigarettes, snuff, or tobacco products in any other form in which it may be utilized for smoking, vaping, or chewing.
1. Subsections (B) and (C) shall not apply to persons under the age of ~~18~~ 21 who purchase or attempt to purchase said tobacco products listed in this subsection while under the direct supervision of the police department, the city health department, or the city attorney's office, for training, education, research, or enforcement purposes.
 2. ~~Subsection (B) shall further not apply to an employee less than 18 years of age employed by a licensed tobacco dealer or distributor where said employee under the age of 18 years handles tobacco products listed in this subsection as part of that the employee's employment.~~ Subsections (B) and (C) do not apply to an individual under 21 years of age who possesses cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be used for smoking or chewing, electronic smoking devices, or alternative nicotine products when required in the performance of the individual's duties as an

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employee, however, in no event shall any sale or other exchange for value with a person under 21 years of age be lawful.

3. It shall be a defense to subsections (B) and (C), above, if the minor's individual under 21 years of age possession or use possesses or uses of tobacco relates related to a cultural or religious practice; including, without limitation, the use or possession of tobacco during any religious or cultural ceremony; however, in no event shall any sale or other exchange for value with a person under 21 years of age be lawful.
4. Non-criminal violation. Minors fourteen (14) years of age or older A person found to have violated subsection (B) or (C), above, and is at least 14 years of age must pay a fee of \$25 and must attend and complete within sixty (60) days of the date of offense a tobacco education program or cessation class approved by the Fargo Municipal Court.
5. Payment procedure. Any individual who has been cited for a violation of subsection (B)(C) must post bond in the amount stated on the citation within fourteen (14) days of the date of the citation and must also, within said fourteen (14) day period, notify the Fargo Municipal Court whether he or she requests a hearing before one of the judges of the Fargo Municipal Court. At such hearing, the individual who has been cited for a violation of subsection (B)(C) may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited elects to forfeit the bond or fails to appear before the Fargo Municipal Court at a time scheduled for a hearing, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court is the same as the fee schedule set forth in subparagraph 4, above. This section does not allow a citing officer to receive the fee or bond.
 - (a) If an individual cited for a violation of subsection (B)(C) requests a hearing on the issue of the commission of the violation cited, the clerk of court will schedule a hearing date no later than 90 days after the citation was issued. If said individual has not already done so, at the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an

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appearance bond equal to the fee for the violation cited.

(b) The failure to post bond or to pay an assessed fee, or attend a tobacco education or tobacco cessation class when required to do so is punishable as contempt of court. Such person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco education class or tobacco cessation class, to an alternative sentence or a sanction including community service. An ~~minor~~ individual under 21 years of age may not be imprisoned for the contempt.

6. Burden of proof. The prosecution must prove the commission of a cited violation under subsection ~~(B)~~(C), above, by a preponderance of the evidence.
7. Notice to parent or legal guardian. A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten (10) days of the citation.
8. Penalty for contempt. A person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco cessation class to an alternative sentence or sanction including community service and may require the person to pay an additional fee or fine of up to \$500.

Section 2. Amendment.

10-0105. - Sale of flavored e-liquids to ~~minors~~ individuals under 21 years of age prohibited.

1. No person shall sell, offer for sale, or distribute in this city any flavored e-liquid or electronic smoking device containing flavored e-liquid to an ~~minor~~ individual under 21 years of age.

OFFICE OF THE CITY ATTORNEY
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* * * *

Section 3. Amendment.

10-1002. - Sale of tobacco products through vending machines limited.

No person shall sell or dispense any tobacco product through the use of a vending machine, except as follows:

- A. A vending machine may be used to dispense tobacco products on the premises of an establishment licensed to sell alcoholic beverages, either on-sale or off-sale; provided, that if an on-sale establishment is also a restaurant where minors are permitted as provided in § 25-1509(C) of the Fargo Municipal Code, a vending machine located in that portion of the premises where ~~minors~~ individuals under 21 years of age are allowed must be operable only by activation of an electronic switch operated by an employee of the establishment before each sale, or by insertion of tokens provided by an employee of the establishment before each sale.
- B. A vending machine which was in place prior to August 1, 1992, may be used to dispense tobacco products in an area within a factory, business, office or other place not open to the general public or to which persons under ~~18~~ 21 years of age are not generally permitted access.

In the event of violation of this ordinance, the owner of the vending machine and the owner of the premises where the vending machine is located will both be deemed to have committed an infraction, as defined in § 1-0301 of Fargo Municipal Code.

Section 4. Amendment.

35-0103. - Suspension of authority to sell tobacco products and imposition of administrative penalties.

The authority granted under this chapter shall be suspended and administrative penalties imposed for violation of §§ 10-0103 or 10-0105 of the Fargo Municipal Code or North Dakota Century Code §§ 12.1-31-03 or 12.1-31-03.3 prohibiting the sale of tobacco, e-liquids and

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1 other tobacco products to ~~minors~~ individuals under 21 years of age, or for a violation of the
2 provisions of this chapter, as follows:

3 A. First offense — A \$500 administrative penalty shall be assessed to the business- and the
4 probationary period as defined in section 35-0101(5) shall commence.

5 B. Second offense — Three-day suspension: In the event of a second offense within the
6 probationary period, the court shall suspend the person's authority to sell tobacco, e-
7 liquids, and tobacco products for a period of three days. A \$500 administrative penalty
8 shall be assessed to the business if the offense involves the sale to an ~~minor~~ individual
9 under 21 years of age.

10 C. Third offense — Ten-day suspension: In the event of a third offense within the
11 probationary period the court shall suspend the person's authority to sell tobacco, e-
12 liquids, and tobacco products for a period of 10 days. A \$500 administrative penalty shall
13 be assessed to the business if the offense involves the sale to an ~~minor~~ individual under
14 21 years of age.

15 D. Subsequent offenses — Thirty-day suspension: In the event of an offense occurring after
16 a third offense within the probationary period the court shall suspend the person's
17 authority to sell tobacco, e-liquids, and tobacco products for a period of 30 days. A \$500
18 administrative penalty shall be assessed to the business if the offense involves the sale to
19 an ~~minor~~ individual under 21 years of age.

20 E. Offenses during periods of suspension. In the event an offense is committed by a person
21 while that person's authority to sell tobacco, e-liquids, or other tobacco products is under
22 suspension, the authority to sell granted in this article shall be suspended for one year
23 from the sale that occurred during the period of suspension.

F. One offense per 24 hours. For purposes of establishing the number of offenses committed
by a person who has been granted the authority to sell tobacco, e-liquids,
or tobacco products a person is deemed to have committed only one offense during any
24-hour period.

Section 5. Amendment.

1-0305. - Classification of ordinance violations.

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* * * *

(C)(3). For a violation of the following ordinance, a fee of \$25.00.

Section 10-0103(~~B~~C) (tobacco possession by ~~minors~~ an individual under 21 years of age prohibited).

* * * *

Section 6. Penalty.

Every person, firm or corporation violating 10-0103(B) and 10-1002 shall be guilty of an infraction and shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Every person, firm or corporation violating 10-0103(C) shall be guilty of a noncriminal offense and punished by a fee of \$25.

Every person, firm or corporation violating 10-0105 shall be guilty of an infraction and shall be punished by a \$500 fine; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 7. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

Attest:

Dr. Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Publication and Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

EW

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN CRAIGS OAK GROVE SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Craigs Oak Grove Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 3, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 28, 2021,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lot One (1), Block One (1) of Craigs Oak Grove Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "DMU", Downtown Mixed-Use, District with a "C-O", Conditional Overlay, District as follows:

- A. Allowed Use. Household living shall be the only permitted use category. All other primary uses are prohibited.
- B. Residential Density. The maximum residential density allowed shall be thirty-five (35) dwelling units per acre.

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C. Setbacks.

1. The minimum front setback shall be ten (10) feet.
2. The minimum side-street setback shall be ten (10) feet.
3. The minimum rear setback shall be five (5) feet.
4. The minimum interior-side setback shall be five (5) feet.

D. Building Coverage. The maximum building coverage shall be 83% of the lot area.

E. Height. The maximum building height shall be forty-five (45) feet.

F. Parking. The minimum off-street parking requirements for residential use categories shall be 1.45 parking spaces per unit.

G. Landscaping.

1. Street trees are required pursuant to Subsection 20-0705.B. of the Land Development Code.

2. Open space landscaping is required pursuant to Subsection 20-0705.B. of the Land Development Code. For purposes of determining the number of plant units required, the following shall apply:

- a. At least two (2) plant units shall be provided for each 1,000 square feet of lot area or fraction thereof, and eight (8) square feet per plant unit shall be provided.

H. Additional Standards.

1. Bicycle parking facilities, such as a bike rack or bike lockers, shall be provided on site.

2. An on-site system of pedestrian walkways shall be provided between building entrances and public sidewalks located along the perimeter of the block.

3. All exterior walls (excluding openings for such things as doors, windows, or

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equipment) shall be primarily constructed and/or finished with brick and/or stone, except that:

a. The following materials may be used for purposes of providing accent: glass, ceramic, stucco, precast panels, exterior insulation finish systems (e.g. dryvit), steel siding with a ceramic hybrid paint finish, fiber cement siding, insulated metal panels, wood-based materials, asphalt, and decorated concrete block. When these materials are used, the materials must be of commercial grade and may not exceed 10% of the total exterior wall area.

b. The use of architectural metal panels and wood panels for enclosure of mechanical equipment shall be permitted.

4. Building elevation walls facing a public street must have projections and/or recesses having a depth of at least one (1) foot and extending for a minimum of 20% of the length of such walls.

5. Dumpsters and refuse containers shall be contained completely within the building and concealed from view from the exterior, except during times of collection.

6. The building design shall include integrated design features to avoid monotony, to create visual interest, and to enhance the pedestrian scale, all of which is to be designed to create compatibility with the surrounding neighborhood. Examples of features that can be included are:

- a. Canopies;
- b. Cornices;
- c. Arched entries, balconies, or breezeway entrances;
- d. Eaves;
- e. Stone or brick accent walls;
- f. Decorative stone or brick banding;
- g. Verandas, porches, balconies or decks;

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- h. Projected walls;
- i. Variation of roof lines; and
- j. Decorative caps or chimneys.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

50

AN ORDINANCE ENACTING ARTICLE 13-17 OF CHAPTER 13
OF THE FARGO MUNICIPAL CODE RELATING TO
BOULEVARD GARDENS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Enactment.

Article 13-17 of the Fargo Municipal Code is hereby enacted as follows:

ARTICLE 13-17 – BOULEVARD GARDENS

Section 13-1701. Definitions.

As used in this ordinance, unless the context otherwise indicates, the following definitions apply:

1. “Boulevard” means the public right-of-way lying between the property line and sidewalk, and between the sidewalk and the roadway, or where no sidewalk exists, between the property line and the roadway.

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2. "Drip line" shall mean an imaginary vertical line that extends from the outermost branches of a tree's canopy to the ground.
3. "Noxious weeds" means any species of plant or vegetation recognized by the North Dakota State Weed Board as a noxious weed.
4. "Public Health Department" means Fargo Cass Public Health or any representative thereof.

Section 13-1702. Plantings permitted.

- A. A property owner in the city shall be permitted to plant, care for and maintain gardens on the boulevards adjacent to their property, subject to the restrictions set forth below.
 1. No garden shall be planted on the boulevard without written documentation that the property owner has contacted "North Dakota One-Call" for utility locations forty-eight (48) hours before digging, and has planned plantings which will not interfere with said utilities.
 2. Plantings shall not exceed thirty-six (36) inches in height. Plantings within thirty (30) feet of an intersection, five (5) feet from a driveway or alley, and the three (3) foot radius around fire hydrants shall not exceed twenty-four (24) inches. Height shall be measured from the sidewalk to the top of the plant or from the top of the curb to the top of the plant. A raised planting bed is included in such measurement.
 3. Plantings shall be maintained with no encroachment or overhang onto the adjacent sidewalk, curb, or street. The edge must be within one (1) foot of the outermost planting.
 4. Any proposed planting or site disturbance with the dripline of an existing street tree(s) must be approved by the City Forester.
 5. Plantings may include flowers, vegetables, native or turf grasses, and other plants, but in no event shall any noxious weed be planted or maintained.

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1 6. Plantings with thorns, spines, or sharp ridged parts, as well as shrubs (evergreen
2 or deciduous) or other woody plants are not allowed.

3 7. Shredded hardwood mulch shall be used around plants to prevent soil erosion
4 and must not exceed the height of the adjacent curb.

5 8. River rock or similar aggregate material shall not be used. Boulders and
6 structures such as retaining walls, fences and steps are prohibited.

7 9. Boulevard gardens shall only be permitted in areas of residential use in the city.

8 B. The current property owner shall be solely responsible for the maintenance of the
9 boulevard garden. Maintenance at a minimum shall include:

10 1. Removal of noxious weeds or invasive plants;

11 2. Removal of accumulated sediment;

12 3. Removal of trash, leaves, grass clippings, or other debris; and

13 4. Repairing areas of bare soil or erosion.

14 C. A permit shall not be required for a boulevard garden.

15 **Section 13-1703. Raised planting beds prohibited without permit.**

16 A. No property owner shall erect or maintain a raised planting bed on the boulevard
17 unless granted a permit by the public health department. If the raised planting bed
18 is four (4) inches or less, a permit shall not be required. The public health
19 department may impose reasonable conditions upon issuance of the permit and the
20 performance of the property owner thereunder to protect the health, safety, and
21 welfare or when necessary to protect the boulevard and its current use. The public
22 health department shall issue said permit for a period not to exceed one year, subject
23 to annual renewal thereof. The initial permit shall automatically expire at the end
 of the initial calendar year and, thereafter, renewals of said permit shall extend for
 calendar-year periods.

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1 A permit for a raised planting bed may be revoked or suspended by the public health
2 department upon a finding that the permit was issued under false pretenses or for
3 any violation of this article following written notice or, upon request for renewal,
4 the renewal permit may be refused by the public health department. The permittee
5 may appeal the revocation, suspension or refusal of renewal of the permit by timely
6 request for a hearing before the public health department. The request for hearing
7 must be either postmarked or received by the public health department within seven
8 (7) days of the notice. The public health department shall hold a hearing on the
9 permittee's request for hearing and shall render a decision on the matter after said
10 hearing. The decision of the public health department may be further appealed to
11 the board of city commissioners by filing a timely notice of appeal of the decision
12 of the public health department with the city auditor. The notice of appeal must be
13 either postmarked or received in the city auditor's office within seven (7) days of
14 the date of the decision of the public health department.

9 B. In addition to obtaining said permit and subject to the restrictions set forth in
10 Section 13-0702, a property owner may erect and maintain a raised planting bed on
11 the boulevard provided the owner complies with the additional restrictions set forth
12 below.

- 12 1. Insurance required. The property owner must maintain general liability
13 insurance at all times during the term of the raised planting bed permit.
14 Proof of insurance must be provided to the public health department with a
15 Certificate of Liability Insurance describing the limits of coverage and
16 naming the City of Fargo as an additional insured party. If the raised bed is
17 four (4) inches or less, proof of insurance shall not be required.
- 18 2. Size and height. A raised planting bed shall not be larger than four (4) feet
19 wide by eight (8) feet long, or a total area of thirty-two (32) square feet.
20 The raised planting bed shall not be higher than twelve (12) inches.
- 21 3. Setbacks. A raised planting bed shall be located at a minimum of two (2)
22 feet from the edge of the sidewalk, two (2) feet from the edge of the
23 alleyway or driveway, two (2) feet from the neighboring adjacent
24 boulevard, and three (3) feet from the curb of the street.
- 25 4. Material. Permanent material, such as concrete, shall not be used.

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Section 13-1704. Public works and utilities.

Notwithstanding the foregoing, all such boulevards remain public property and subject to the right of the city and private utility companies to perform necessary work, to plant, trim and otherwise maintain trees, to access utilities and store excess snow. In the event the city interferes with boulevard plantings in the course of such work, it shall be responsible only to restore the boulevard to the original grassy state. In no event shall the city or private utility company be liable for any damage to, disruption of or removal of plantings, either direct or indirect, as a result of the city or private utility company, their employees, agents or contractors performing any installation, maintenance or repairs. Further, the city shall have the right to remove or restrict any plantings that are deemed to interfere with the safety of pedestrians and motorists without notice.

Section 13-1705. Regulation, inspection and enforcement.

In order to provide for the public health and safety, the public health department shall have authority to enforce the provisions stated herein concerning the use and maintenance of boulevard gardens within the jurisdiction of such department. For any property deemed to be in violation, the public health department shall give notice of the alleged violation to the property owner to remove or abate the nuisance within a time specified by the public health department not exceeding thirty (30) days. The public health department may additionally determine whether a planting otherwise in compliance with this article nonetheless poses a nuisance of hazard, in the opinion of the public health department, and may take action to abate such nuisance or hazard. If the property owner fails to comply with the notice to remove or abate or if the property owner cannot be found, the public health department may remove or destroy the nuisance, which shall charge the expense against the parcel of land on which the work is done.

Section 13-1706. Private restrictions and covenants on property.

Notwithstanding the issuance of a permit by the public health department, private restrictions or covenants on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, neighborhood association by-laws, covenant declarations and deed restrictions. A permit issued to a property owner whose premises is subject to private restrictions or covenants that prohibit boulevard gardens or

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 raised planting beds is void. The interpretation and enforcement of the private restriction
2 is the sole responsibility of the private parties involved.

3 Section 2. Penalty.

4 A person who willfully violates this ordinance is guilty of an infraction. Every person, firm
5 or corporation violating an ordinance which is punishable as an infraction shall be punished
6 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to
7 revoke the suspension thereof.

8 Section 3. Effective Date.

9 This ordinance shall be in full force and effect from and after its passage, approval, and
10 publication.

11 _____
12 Timothy J. Mahoney, M.D., Mayor

13 Attest:

14 First Reading: _____

15 Second Reading: _____

16 Final Passage: _____

17 Publication: _____

18 _____
19 Steven Sprague, City Auditor
20
21
22
23

Amended

4W



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fraser Ltd.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Golf Addition			
Street 4474 23rd Ave S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/21	Ending Date(s) Authorized 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) All locations within the bar/restaurant, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 7/12/2021
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Fraser Ltd.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <u>Space Allens</u>			
Street <u>1840 45TH ST S</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7/1/21</u>	Ending Date(s) Authorized <u>6/30/22</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>All areas of the bar in the establishment, with the exception of the restrooms.</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>n/a</u>			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <u>7/12/2021</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

\$25.00
✓3537

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Legacy Children's Foundaion		Date(s) of Activity 8/16/2021 to 8/16/2021		For a raffle, provide drawing date(s): 8/16/21	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mary Jean Dehne		Title Development D		Business Phone Number (701) 793-7600	
Business Address 725 28th St N		City Fargo		State ND	Zip Code
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Edgewood Golf Course		Site Address 19 Golf Course Road			
City Fargo		State ND	Zip Code	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED[illegible][illegible]

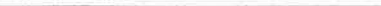
	(Limit \$40,000 per year)
Total:	\$ 3010.00

Intended uses of gaming proceeds: to provide after school resources for vulnerable youth and community service

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____ . *This amount is part of the total prize limit of \$40,000 per year.*

Signature of Organization or Group's Top Official 	Date 6/23/2021	Title Development Director	Business Phone Number (701) 793-7600
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

(56)

\$25.00
 CC
 6-29-21

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Sanford Health Foundation North	Date(s) of Activity 8/12/2021 to 8/12/2021	For a raffle, provide drawing date(s): 8/12/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Hillery Mork	Title Dev. Manager	Business Phone Number (701) 234-5036	
Business Address Po Box 2010	City Fargo	State ND	Zip Code 58122-2399
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Frank's Lounge	Site Address 2640 52nd Ave. South		
City Fargo	State ND	Zip Code 58104-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50	Cash	\$2,000			
Total:					(Limit \$40,000 per year) \$ 2,000

Intended uses of gaming proceeds: Support programs and services for breast cancer patients at the Edith

Sanford Breast Clinic in Fargo.

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Hillery Mork</i>	Date <i>6/28/21</i>	Title <i>Executive Director</i>	Business Phone Number <i>701-234-6067</i>
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25.00

☒ Local Permit

Name of Nonprofit Organization or group of people permit is issued to Nativity Knights Of Columbus		Date(s) of Activity 9/30/2021 to 9/30/2021		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mike Langseth		Title Grand Knight		Business Phone Number (701) 361-1548	
Business Address 1825 11th St. S.		City Fargo		State ND	Zip Code 58103
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Nativity Catholic Church		Site Address 1825 11th St. S.			
City Fargo		State ND	Zip Code	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift Card	\$700.00
Raffle	Gift Card	\$500.00
Raffle	Gift Card	\$250.00
Raffle	Gift Card	\$250.00
Raffle	Gift Card	\$200.00
Raffle	Gift Card	\$150.00
Raffle	Gift Card	\$150.00
Raffle	Gift Card	\$100.00
Raffle	RR Mksman Memsh	\$150.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Sec 17 Shoot	\$75.00
Raffle	Meat John Wayne	\$200.00
Raffle	Bills GS Member	\$300.00
		(Limit \$40,000 per year)
Total:	\$	3,025.00

Intended uses of gaming proceeds: Veterans Needs, Suicide Prevention, Lisbon Veterans Home

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. *This amount is part of the total prize limit of \$40,000 per year.*

Signature of Organization or Group's Top Official <i>Michael M.</i>	Date 6/25/2021	Title Grand Knight	Business Phone Number (701) 361-1548
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

Application for: ☐ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to River Keepers		Date(s) of Activity to		For a raffle, provide drawing date(s): August 7, 2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christine Holland		Title Exec. Dir		Business Phone Number (701) 235-2895	
Business Address 1120 28th Ave. N. Ste. B		City Fargo		State ND	Zip Code 58102-1334
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Dike East		Site Address 100 2nd St. S.			
City Fargo		State ND	Zip Code 58103-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	kayak	\$800.00			
Total:					\$ 800.00

Intended uses of gaming proceeds: Educational outreach to advocate for safe and sustainable use of the Red

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Christine Holland</i>	Date 6/23/2021	Title Executive Director	Business Phone Number (701) 235-2895
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

25.00 CC
 6/30/21

(50)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted

☐ Bingo ☐ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to Fargo North High School		Dates of Activity 8-9-21 - 5-28-22		If raffle, provide drawing date See attached Schedule	
Organization or Group Contact Person Dan Shults		Title or Position Activities Coordinator		Telephone Number 701-446-2407	
Business Address 801 17th Ave N.		City Fargo		State ND	ZIP Code 58102
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Fargo North High School					
Site Address 801 17th Ave N.		City Fargo		ZIP Code ND	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
	50/50	
Add Row	Delete Row	

Total (limit \$40,000 per year)

37,000
~~42,000~~

60 plus events

Intended Uses of Gaming Proceeds

Athletic Program Facility Funding

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name Dan Shults	Title Activities Coordinator	Telephone Number 701-446-2407	E-mail Address Shults.d@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Title Activities Coordinator	Date 6-28-2021



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

5f

25.00 cc
6/30/21

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be Conducted	
<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-One* <input type="checkbox"/> Paddlewheels*
Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.	

Name of Organization or Group of People permit is issued to <i>Fargo North High School</i>	Dates of Activity <i>11-24-21 - 2-13-22</i>	If raffle, provide drawing date <i>See attached schedule</i>	
Organization or Group Contact Person <i>Dan Shultis</i>	Title or Position <i>Activities Coordinator</i>	Telephone Number <i>701-446-2401</i>	
Business Address <i>801 17th Ave N.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Fargo Coliseum</i>			
Site Address <i>801 17th Ave N.</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
	<i>50/50</i>	
Add Row	Delete Row	

Total (limit \$40,000 per year) *3000.00*

Intended Uses of Gaming Proceeds <i>Athletic Program Funding</i>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <i>37000.00</i> (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name <i>Dan Shultis</i>	Title <i>Activities Coordinator</i>	Telephone Number <i>701-446-2401</i>	E-mail Address <i>Shultisd@fargo.k12.nd.us</i>
Signature of Organization or Group's Top Official <i>Dan Shultis</i>		Title <i>Activities Coordinator</i>	Date <i>6-28-2021</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

500
 \$25.00
 cash

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted

☐ Bingo ☐ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

Feb 21, 2022

Name of Organization or Group of People permit is issued to <i>Knights of Columbus Fourth Degree Assembly 7818</i>		Dates of Activity <i>01-01-22 to 01-31-22</i>		If raffle, provide drawing date <i>Feb 21, 2022</i>	
Organization or Group Contact Person <i>John A. Herlick</i>		Title or Position <i>Raffle Chair</i>		Telephone Number <i>701 412 6776</i>	
Business Address <i>104 Meadowlark Lane N</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58102-2160</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>St. Mary's Cathedral Social Hall</i>					
Site Address <i>619 - 7th Street North</i>		City <i>Fargo</i>		ZIP Code <i>ND</i>	County <i>58102</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Calendar Raffle</i>	<i>Cash</i>	

Add Row

Delete Row

Total (limit \$40,000 per year)

\$ 1,505.00

Intended Uses of Gaming Proceeds

Charities and Seminary Scholarships

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No

Yes - Total Retail Value:

(This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name <i>John A. Herlick</i>	Title <i>Raffle Chairman</i>	Telephone Number <i>701 412 6776</i>	E-mail Address <i>johnherlick@gmail.com</i>
Signature of Organization or Group's Top Official <i>John A. Herlick</i>		Date <i>7-6-2021</i>	

5h
TED EV

\$75.00
✓ 1424

凶

與

Game Type	Description of Prize	Retail Value of Prize
Bingo	50% gross	

Game Type	Description of Prize	Retail Value of Prize

Total:

(Limit \$40,000 per year)
 \$ 5000.-

Charitable Donation

☒ 225

☒

□

Signature of Organization or Group's Top Official

Date _____

Title A

Business Phone Number



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

\$25.00
V6956

150

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to Villa Nazareth DBA CHI Friendship		Dates of Activity 9/4/2021 to 10/22/2021		If raffle, provide drawing date 10/22/2021	
Organization or Group Contact Person Dori Leslie		Title or Position President		Telephone Number 701-235-8217	
Business Address 801 Page Drive		City Fargo		State ND	ZIP Code 58103
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) CHI Friendship					
Site Address 801 Page Drive		City Fargo		ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Visa Gift Card	\$500.00
Raffle	Visa Gift Card	\$250.00
Raffle	Visa Gift Card	\$250.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$100.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Raffle	Visa Gift Card	\$50.00
Add Row	Delete Row	

Total (limit \$40,000 per year)

\$1,800.00

SFN 9338 (08/2019)

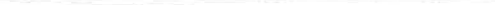
Sir

25.00
✓ 2884
MIT 7/7/21

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Total:		\$ 2,310.00 <small>(Limit \$40,000 per year)</small>

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____ . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 7/7/2021	Title Financial Development C	Business Phone Number (701) 364-4120
--	------------------	----------------------------------	---



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

(5K)

\$25.00
V9440

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted

☐ Bingo ☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*
Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to Benefit for Larry Larson	Dates of Activity July 14 2021	If raffle, provide drawing date	
Organization or Group Contact Person Ashley Manley	Title or Position Assistant	Telephone Number 701 306 7574	
Business Address	City	State	ZIP Code
Mailing Address (if different) Pick up at window	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo Brewing			
Site Address 6010 University Dr N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
	See attached	
Add Row	Delete Row	

Total (limit \$40,000 per year) **10550.00**

Intended Uses of Gaming Proceeds Leukemia benefit for Larry Larson	9550.00
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit of \$40,000 per year)	

Organization or Group Contact Person

Name Ashley Manley	Title Assistant	Telephone Number 701 306 7574	E-mail Address
Signature of Organization or Group's Top Official Ashley Manley		Title	Date

REPORT OF ACTION

⑥

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #4

Location: 45th Street & 64th Avenue North

Date of Hearing: 7/6/2021

RoutingDate

City Commission

7/12/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #4, in the amount of \$65,105.40 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$65,105.40, which brings the total contract amount to \$9,334,633.20.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$65,105.40, bringing the total contract amount to \$9,334,633.20 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/AN/AN/ACOMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

Date: June 30, 2021

Re: Project No. FM-16-A1 – Change Order No. 4
North Side Flood Risk Management Levee

Background:

The project was advertised in August of 2020 and was awarded to Key Contracting in September of 2020 and construction started thereafter. While working on the levee through the Park North Side Ball Fields, we encountered a shallow power line to the sanitary sewer lift station that needed to be lowered to below the levee inspection trench. The cost for this work is \$22,592.90. We also found that the new gate well structure for the Park area when operated backed water into the Park land causing ponding after the gate was re-opened. We were able to re-grade a bit of the existing ditch, thereby allowing the water to flow unimpeded when the gate is opened for a cost of \$4,370.00. The third item added was at the request of Highway Patrol to add a Message Board onto I29 northbound. This Message Board will be used while we are hauling materials to build the levees to warn traffic to expect delays on 40th Avenue and CR 81. The cost for this message board is \$2,585.00. The fourth additional item needed is detours signage, which was requested by the Township to better aid the traveling public for a cost of \$3,630.00. The fifth item added was for removal of riprap from the existing Harwood Lagoon Cell 1. During design, the water was above the riprap, so it was not noticed until water was pumped down. The riprap needed to be removed to install the new levee for a cost of \$31,927.50. The total cost of this change order is \$65,105.40, it has been reviewed by Engineering and is reasonable.

Funding for this project will come from the Flood Sales Tax Fund 460.

Recommended Motion:

Approve Change Order #4 in the amount of \$65,105.40.

REK/klb
Attachment



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No	FM-16-A1	Change Order No	4
Project Name	North Side Flood Risk Management Levee		
Date Entered	8/30/2021	For	Key Contracting Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Added drainage, Message Board, Electrical lowering, Added construction signage, Remove Rip Rap

Several items to address items encountered have been covered in this change order. Drainage along levee by Park Land was improved to allow area to drain when gate well was opened to prevent ponding. Message Board added during detours on I29 at request of Highway Patrol. Lowering of power line to Park land lift station for inspection trench. Added detour signage requested by township. Removal of rip rap in Cell 1 of Harwood lagoon to permit levee construction, rocks were masked by high water during design.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	84	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	4,370.00	4,370.00
	85	Traffic Control - Changeable Message Board	EA	0.00	0.00	0.00	1.00	1.00	2,585.00	2,585.00
	86	Install Electrical Service	LS	0.00	0.00	0.00	1.00	1.00	22,592.90	22,592.90
	87	Traffic Control - Type 1	LS	0.00	0.00	0.00	1.00	1.00	3,630.00	3,630.00
	88	Remove Rip Rap Rock	LS	0.00	0.00	0.00	1.00	1.00	31,927.50	31,927.50
Miscellaneous Sub Total (\$)									65,105.40	

Summary

Source Of Funding Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 4 (\$) 65,105.40

Previous Change Orders (\$) 57,991.50

Original Contract Amount (\$) 9,211,536.30

Total Contract Amount (\$) 9,334,633.20


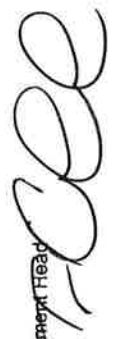
I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description	06/15/2022	07/01/2022	0.00	0.00	06/15/2022	07/01/2022
APPROVED For Contractor Title <div style="text-align: center;">  Steve Carr Vice President Key Contracting </div>						
APPROVED DATE Department Head Mayor Attest <div style="text-align: center;">  7/6/21 </div>						

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-20-A1

Type: Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 7/6/2021

RoutingDate

City Commission

7/12/2021

PWPEC File

X

Project File

Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Final Balancing Change Order #3 in the amount of \$363.65, which reconciles the measured quantities used in the field with those estimated for the contract

Staff is recommending approval of Final Balancing Change Order #3 in the amount of 363.65, bringing the total contract amount to \$207,315.85.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #3 to Moorhead Electric.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$363.65, bringing the total contract amount to \$207,315.85 to Moorhead Electric.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Utility Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Engineer
Date: July 1, 2021
Re: Project No. SL-20-A1 – Final Balancing Change Order #3
Street Lighting Rehabilitation & Incidentals

Background:

Project No. SL-20-A1 is for the repair of various street lighting maintenance issues Citywide.

Moorhead Electric is the Prime Contractor on this project.

The attached Final Balancing Change Order #3 in the amount of \$363.65, will bring the final contract amount to \$207,315.85.

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of \$363.65.

JDM/klb
Attachment

Project No	SL-20-A1	Change Order No	3
Project Name	Street Lighting Rehabilitation & Incidentals		
Date Entered	6/30/2021	For	Moorhead Electric

This change is made under the terms of or is supplemental to your present contract , if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: FBCO

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site 1	3	F&I Conductor #6 USE Cu	LF	30.00	0.00	30.00	-30.00	0.00	1.95	-58.50
	4	F&I Innerduct 1.5" Dia	LF	10.00	0.00	10.00	-10.00	0.00	93.00	-930.00
								Site 1 Sub Total (\$)		-988.50
Site 12	19	F&I Base 6' Deep Reinf Conc	EA	1.00	0.00	1.00	1.75	2.75	1,010.00	1,767.50
								Site 12 Sub Total (\$)		1,767.50
Site 14	22	F&I Conductor #6 USE Cu	LF	990.00	27.00	1,017.00	-27.00	990.00	1.95	-52.65
								Site 14 Sub Total (\$)		-52.65
Site 15	25	F&I Conductor #6 USE Cu	LF	660.00	24.00	684.00	-24.00	660.00	1.95	-46.80
								Site 15 Sub Total (\$)		-46.80
Site 16	28	F&I Conductor #6 USE Cu	LF	1,008.00	27.00	1,035.00	-27.00	1,008.00	1.95	-52.65
								Site 16 Sub Total (\$)		-52.65
Site 17	31	F&I Conductor #6 USE Cu	LF	510.00	27.00	537.00	-27.00	510.00	1.95	-52.65
								Site 17 Sub Total (\$)		-52.65
Site 18	34	F&I Conductor #6 USE Cu	LF	630.00	27.00	657.00	-27.00	630.00	1.95	-52.65
								Site 18 Sub Total (\$)		-52.65
Feed Point 2	48	F&I Conductor #6 USE Cu	LF	1,554.00	81.00	1,635.00	-81.00	1,554.00	1.95	-157.95
								Feed Point 2 Sub Total (\$)		-157.95

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)	363.65
Previous Change Orders (\$)	18,256.65
Original Contract Amount (\$)	188,695.55
Total Contract Amount (\$)	207,315.85

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
04/01/2021	10/25/2021	0.00	0.00	10/25/2020	10/25/2021

Description

APPROVED

Kyle Pederson

For Contractor

Title

Project Manager

6/18/2021

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 7/6/21



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Project No. SL-20-A1
Project Name Street Lighting Rehabilitation & Incidentals
Type Street Lighting
Description Street Lighting Rehabilitation & Incidentals various locations city wide
Pay Estimate Number 5 - FINAL
From Date 02/04/2021 **To Date** 06/28/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Moorhead Electric has performed the work to date shown on this statement

Contract		Previous		Current		To Date		Percentage
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Site 1								
1	F&I Base 6" Deep Reinf Conc	1.00	1,545.00	1.00	1,545.00	1.00	1,545.00	100.00
2	Remove Base	1.00	575.00	1.00	575.00	1.00	575.00	100.00
3	F&I Conductor #6 USE Cu	30.00	1.95	0.00	0.00	0.00	0.00	0.00
4	F&I Innerduct 1.5" Dia	10.00	93.00	0.00	0.00	0.00	0.00	0.00
Site 1 Sub Total			2,120.00		0.00		2,120.00	
Site 2								
5	F&I Base 6" Deep Reinf Conc	1.00	1,545.00	1.00	1,545.00	1.00	1,545.00	100.00
6	Remove Base	1.00	575.00	1.00	575.00	1.00	575.00	100.00
Site 2 Sub Total			2,120.00		0.00		2,120.00	



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract		Previous		Current		To Date		Percentage	
Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Site 3									
7 F&I Base 6' Deep Reinf Conc	EA	1.545.00	1.00	1,545.00	0.00	0.00	1.00	1,545.00	100.00
8 Remove Base	EA	575.00	1.00	575.00	0.00	0.00	1.00	575.00	100.00
			Site 3 Sub Total	2,120.00		0.00		2,120.00	
Site 4									
9 F&I Conductor #6 USE Cu	LF	3.40	662.00	2,250.80	0.00	0.00	662.00	2,250.80	100.00
10 F&I Light Standard Type A	EA	3,800.00	5.00	19,000.00	0.00	0.00	5.00	19,000.00	100.00
			Site 4 Sub Total	21,250.80		0.00		21,250.80	
Site 5									
11 F&I Bollards	EA	1,410.00	4.00	2,820.00	2.00	2,820.00	4.00	5,640.00	100.00
			Site 5 Sub Total	2,820.00		2,820.00		5,640.00	
Site 6									
12 F&I Bollards	EA	1,410.00	3.00	4,230.00	0.00	0.00	3.00	4,230.00	100.00
			Site 6 Sub Total	4,230.00		0.00		4,230.00	
Site 7									
13 F&I Bollards	EA	1,410.00	1.00	1,410.00	0.00	0.00	1.00	1,410.00	100.00
			Site 7 Sub Total	1,410.00		0.00		1,410.00	
Site 8									
14 F&I Bollards	EA	1,410.00	2.00	2,820.00	0.00	0.00	2.00	2,820.00	100.00
			Site 8 Sub Total	2,820.00		0.00		2,820.00	



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Site 9										
15 F&I Bollards	EA	1.00	1,410.00	1.00	1,410.00	0.00	0.00	1.00	1,410.00	100.00
		Site 9 Sub Total			1,410.00		0.00		1,410.00	
Site 10										
16 F&I Bollards	EA	1.00	1,410.00	1.00	1,410.00	0.00	0.00	1.00	1,410.00	100.00
		Site 10 Sub Total			1,410.00		0.00		1,410.00	
Site 11										
17 Seeding Type B	SY	20.00	25.00	20.00	500.00	0.00	0.00	20.00	500.00	100.00
		Site 11 Sub Total			500.00		0.00		500.00	
Site 12										
18 Remove Base	EA	1.00	1,850.00	1.00	1,850.00	0.00	0.00	1.00	1,850.00	100.00
19 F&I Base 6' Deep Reinf Conc	EA	1.00	1,010.00	2.75	2,777.50	0.00	0.00	2.75	2,777.50	275.00*
		Site 12 Sub Total			4,627.50		0.00		4,627.50	
Site 13										
20 Repair Street Light Miscellaneous	EA	1.00	1,515.00	1.00	1,515.00	0.00	0.00	1.00	1,515.00	100.00
		Site 13 Sub Total			1,515.00		0.00		1,515.00	
Site 14										
21 Directional Boring	LF	315.00	13.55	315.00	4,268.25	0.00	0.00	315.00	4,268.25	100.00
22 F&I Conductor #6 USE Cu	LF	1,017.00	1.95	963.00	1,877.85	27.00	52.65	990.00	1,930.50	97.35



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
23 F&I Innerduct 1.5" Dia	LF	315.00	2.45	315.00	771.75	0.00	0.00	315.00	771.75	100.00
Site 14 Sub Total					6,917.85		52.65		6,970.50	
24 Directional Boring	LF	206.00	14.95	206.00	3,079.70	0.00	0.00	206.00	3,079.70	100.00
25 F&I Conductor #6 USE Cu	LF	684.00	1.95	636.00	1,240.20	24.00	46.80	660.00	1,287.00	96.49
26 F&I Innerduct 1.5" Dia	LF	206.00	2.45	206.00	504.70	0.00	0.00	206.00	504.70	100.00
Site 15 Sub Total					4,824.60		46.80		4,871.40	
27 Directional Boring	LF	321.00	13.55	321.00	4,349.55	0.00	0.00	321.00	4,349.55	100.00
28 F&I Conductor #6 USE Cu	LF	1,035.00	1.95	981.00	1,912.95	27.00	52.65	1,008.00	1,965.60	97.39
29 F&I Innerduct 1.5" Dia	LF	321.00	2.45	321.00	786.45	0.00	0.00	321.00	786.45	100.00
Site 16 Sub Total					7,048.95		52.65		7,101.60	
30 Directional Boring	LF	155.00	16.35	155.00	2,534.25	0.00	0.00	155.00	2,534.25	100.00
31 F&I Conductor #6 USE Cu	LF	537.00	1.95	483.00	941.85	27.00	52.65	510.00	994.50	94.97
32 F&I Innerduct 1.5" Dia	LF	155.00	2.45	155.00	379.75	0.00	0.00	155.00	379.75	100.00
Site 17 Sub Total					3,855.85		52.65		3,908.50	
33 Directional Boring	LF	195.00	15.20	195.00	2,964.00	0.00	0.00	195.00	2,964.00	100.00
34 F&I Conductor #6 USE Cu	LF	657.00	1.95	603.00	1,175.85	27.00	52.65	630.00	1,228.50	95.89



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage	
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)	Complete(%)
35 F&I Innerduct 1.5" Dia	LF	195.00	2.45	195.00	477.75	0.00	0.00	195.00	477.75	100.00	100.00
Site 18 Sub Total					4,617.60		52.65		4,670.25		
Site 19											
36 Repair Street Light Miscellaneous	EA	1.00	2,265.00	1.00	2,265.00	0.00	0.00	1.00	2,265.00	100.00	100.00
Site 19 Sub Total					2,265.00		0.00		2,265.00		
Site 20											
37 F&I Signal Cable AWG 14/7	LF	165.00	3.31	0.00	0.00	165.00	546.15	165.00	546.15	100.00	100.00
38 F&I Head 5 Sect Cluster w/12" LED MA Mtd	EA	2.00	2,520.00	0.00	0.00	2.00	5,040.00	2.00	5,040.00	100.00	100.00
Site 20 Sub Total					0.00		5,586.15		5,586.15		
Site 21											
39 F&I Traffic Signal Feed Point	EA	1.00	7,150.00	1.00	7,150.00	0.00	0.00	1.00	7,150.00	100.00	100.00
Site 21 Sub Total					7,150.00		0.00		7,150.00		
Site 22											
40 Directional Boring	LF	414.00	17.35	262.00	4,545.70	152.00	2,637.20	414.00	7,182.90	100.00	100.00
41 F&I Conductor #6 USE Cu	LF	1,260.00	1.95	822.00	1,602.90	438.00	854.10	1,260.00	2,457.00	100.00	100.00
42 F&I Innerduct 1.5" Dia	LF	414.00	2.45	262.00	641.90	152.00	372.40	414.00	1,014.30	100.00	100.00
53 Repair Street Light Miscellaneous	EA	1.00	550.00	0.00	0.00	1.00	550.00	1.00	550.00	100.00	100.00
Site 22 Sub Total					6,790.50		4,413.70		11,204.20		



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Site 23										
43 Remove Base	EA	1.00	575.00	1.00	575.00	0.00	0.00	1.00	575.00	100.00
44 F&I Street Light Foundation	EA	1.00	1,545.00	1.00	1,545.00	0.00	0.00	1.00	1,545.00	100.00
		Site 23 Sub Total			2,120.00		0.00		2,120.00	
Feed Point 2										
45 Remove Feed Point	EA	4.00	930.00	4.00	3,720.00	0.00	0.00	4.00	3,720.00	100.00
46 F&I Feed Point	EA	2.00	9,340.00	2.00	18,680.00	0.00	0.00	2.00	18,680.00	100.00
47 Directional Boring	LF	473.00	14.60	473.00	6,905.80	0.00	0.00	473.00	6,905.80	100.00
48 F&I Conductor #6 USE Cu	LF	1,635.00	1.95	1,473.00	2,872.35	81.00	157.95	1,554.00	3,030.30	95.05
49 F&I Innerduct 1.5" Dia	LF	473.00	2.45	473.00	1,158.85	0.00	0.00	473.00	1,158.85	100.00
50 Repair Street Light Miscellaneous	EA	37.00	550.00	37.00	20,350.00	0.00	0.00	37.00	20,350.00	100.00
		Feed Point 2 Sub Total			53,687.00		157.95		53,844.95	
Meters										
51 Repair Street Light Miscellaneous	EA	5.00	1,295.00	5.00	6,475.00	0.00	0.00	5.00	6,475.00	100.00
		Meters Sub Total			6,475.00		0.00		6,475.00	
Rose Creek Retrofit										
52 Repair Street Light Miscellaneous	EA	123.00	325.00	123.00	39,975.00	0.00	0.00	123.00	39,975.00	100.00
		Rose Creek Retrofit Sub Total			39,975.00		0.00		39,975.00	
Summary										
1. Original Contract Amount										\$ 188,695.55



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

2. Net Change by Change Order	\$ 18,256.65
3. Contract Amount To Date	\$ 206,952.20
4. Total Work Completed to Date	\$ 207,315.85
5. Retainage @ 0.00 % to Date	\$ 9,704.03
6. Previous Retainage	\$ 9,704.03
7. Retainage This Period	\$ 0.00
8. Liquidated Damages	
0.00 Days to Date	\$ 0.00
0.00 Days to Previous	\$ 0.00
0.00 Days This Period	\$ 0.00
9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 197,611.82
13. Previous Payments	\$ 184,376.62
14. Payment Due This Estimate	\$ 13,235.20
15. Amount allowed Pay Estimate # 5 - FINAL	\$ 13,235.20

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	06/28/2021	jmhrr	Stage/Initialized			
Draft	Administrator, Division Head, Project Manager	06/30/2021	jmhrr	Complete			



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Workflow History					Action	Action User	Action Date	Action Notes
Status	Pending On	Date	User					
Completed	Administrator, Department Head, Division Head	06/30/2021	jmoht		Stage Initialized			

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Right of Way Use Agreement

Location: 1210 13th Avenue North
Sigma Psi Property

Date of Hearing: 6/21/2021

RoutingDate

City Commission

7/12/2021

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Right of Way Use Agreement with Sigma Psi at 1210 13th Avenue North.

This Agreement was discussed at the June 7, 2021 PWPEC meeting and now appears to be in agreement on the rest of the items. Due to scheduling difficulty and delays in shipping related to COVID, Construction Engineers have extended this project and completion is now scheduled for July 2022. They have requested the sidewalk along the south side of 13th Avenue North, east of University, be closed for the duration of the project. Pedestrians will be detoured to the north side of 13th Avenue North. The sidewalk along University will remain open for most of the construction. Construction Engineers is also requesting the parking along the south side of 13th Avenue be removed to place a crane at this location. They have committed to retracting the outriggers on the crane when not in use so 13th Avenue North can be reopened to traffic.

Staff is recommending approval of the Right of Way Use Agreement.

On a motion by Brenda Derrig, seconded by Mark Williams, the Committee voted to recommend approval of the Right of Way Use Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

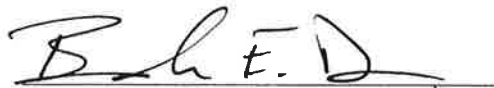
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: June 18, 2021
Re: Sigma Psi Right of Way Use Agreement – 1210 13th Avenue North

This agreement was discussed at the last meeting relating to the length of the agreement. We appear to be in agreement on the rest of the items and the agreement is attached to this memo. The contractor is getting the owner's signature and will return the signed agreement. They anticipate sending this back to us before the next Commission deadline.

Sigma Psi Housing has started reconstruction of their facility at 1210 13th Avenue North. Their facility is on the east side of University Drive just north of the NDSU Alumni Center. They have demolished the existing building and would like to start construction of the new facility. Construction Engineers will be managing the construction on site. Construction Engineers has shared that COVID is impacting delivery on many items for this building making it difficult to schedule. Because of this scheduling difficulty, construction will be extended and completion is scheduled for July 2022. Construction Engineers has requested the sidewalk along the south side of 13th Avenue North, east of University, be closed for the entire duration of the project. Pedestrians will be detoured to the north side of 13th Avenue North. The sidewalk along University will remain open for most of the construction. Construction Engineers is also requesting the parking along the south side of 13th be removed to place a crane at this location. The best location for the crane at this site will require closure of 13th Avenue North when the crane is in use. They have committed to retracting the outriggers on the crane when not in use so 13th Avenue North can be reopened to traffic.

Recommended Motion:

Approve Sigma Psi Right of Way Use Agreement.

Attachment

Right of Way Use Agreement

This Agreement, made and entered into between Sigma Psi Housing, LLC, an Indiana limited liability company ("Owner"), Construction Engineers, Inc., a North Dakota corporation ("Contractor"), and the City of Fargo, a North Dakota municipal corporation ("City"), is for the purpose of providing Owner and Contractor the use of the Public Right of Way ("PROW") adjacent to Owner's property located in Fargo, North Dakota (the "Development Property"), described below.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner holds all right, title and interest in the Development Property, specifically:

Lot 1, the east 41.27 feet of Lot 2 and the west half of the vacated alley adjacent to said Lots 1 and 2 of LANE'S SUBDIVISION, City of Fargo, Cass County, North Dakota.
2. Owner and Contractor shall be permitted use the PROW in such a manner as described in the attached Exhibits A, B, and C until July 30, 2022, or as indicated in items below and as modified from time to time by written agreement of the parties hereto. Any request for extension must be made in writing at least thirty (30) days' prior to the expiration of this Agreement in order to allow City adequate time to consider the request. Specifically, Owner and Contractor shall be permitted to exercise control over the PROW adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein. Owner and Contractor shall be responsible for ensuring all

construction and restoration work in the PROW complies with all City Construction Standards and Specifications, which can be found at:

<https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

3. Owner and Contractor shall be required to meet the timeframes for interim and final completion as stated in this Agreement. Failure to meet completion days will result in a penalty of \$500 per day. Multiple penalties may accrue concurrently if timeframes are not met. Owner shall be billed the penalty monthly as it accrues and payment is due within 30 days. If payment is not received within 30 days, interest will accrue at rate of 1.5% per month.
4. Owner and Contractor agree to disconnect all existing storm sewer, water and sanitary sewer services at the mains according to City Standards.
5. Owner and Contractor agree to obtain all permits required for working in PROW.
6. Owner and Contractor agree to comply with all ordinances, policies and regulations to minimize noise impacts to the neighborhood between the hours of 10:00 pm and 7:00 am.
7. Owner and Contractor shall provide a certified flagger during delivery operations. All barricades and traffic control measures shall comply with the latest edition and supplements of the Manual on Uniform Traffic Control Devices adopted by the state of ND, which can be found at:

<https://mutcd.fhwa.dot.gov/>
8. All lane, road or sidewalk closure requests must be received by City at least 10 days in advance of such intended lane, road or sidewalk closure. Owner and Contractor shall provide City Engineering a traffic control plan in advance of lane, road or sidewalk closures. All closures must be approved by City 4 days in advance of such intended closure. Timing of lane, road or sidewalk closures must be approved by the City. Owner and Contractor shall amend or modify the traffic control plan as directed by City Engineering.
9. Upon receipt of approval from City, Owner and Contractor shall notify the affected property owners, including but not limited to all property owners contiguous to the anticipated road, lane or sidewalk closure, parking and pedestrian closures or impacts, by written notice at least 4 days in advance of such impacts. Written notice shall include details of traffic configuration and contact information. Owner and Contractor shall provide the City with notice information for news-release publication.
10. Owner and Contractor shall be solely responsible for the condition of the pedestrian travel paths adjacent to the Development Property including the pedestrian reroute on the north side of 13th Ave N. Owner and Contractor shall keep the pedestrian travel paths free of snow and debris, ensuring a 4.5' unobstructed path for the duration of the construction.

Owner and Contractor shall address public safety concerns that may intermittently result due to activities in close proximity to the pedestrian travel paths.

11. Owner and Contractor may utilize said portion of City Right of Way only for the temporary redirection of pedestrian travel to the north side of 13th Avenue North between University Drive and 12th Street, as shown in Exhibits "A" attached hereto until July 30, 2022.
12. City shall permit placement of a chain link fence on the south side of 13th Avenue North in the boulevard as presented in Exhibit "B". Fence shall be a minimum of 2' away from the back of curb.
13. Owner and Contractor may utilize the parking lane on the south side of 13th Avenue North adjacent to Developer's property for use as shown in Exhibit "B" until July 30, 2022. Owner and Contractor shall be responsible for the installation of no parking signs.
14. Owner and Contractor will be allowed to place a crane in the boulevard area of 13th Ave N as shown in Exhibit "C" attached hereto. Owner and Contractor will be allowed to close 13th Ave N only when the crane is in use and the outriggers are required to lift items safely. Owner and Contractor agree to retract outriggers and reopen 13th Ave N during all times crane is not in use.
15. Owner and Contractor shall comply with City Construction Standards and Specifications Section 1300-3.6 for all water service disruptions to all water service users. Owner and Contractor shall provide temporary water service for any user for disruptions more than 6 hours. If temporary water service is required, Owner and Contractor shall obtain written permission from the City Engineer or designee at least 5 days in advance of water service disruption.
16. Owner and Contractor shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the PROW. Owner and Contractor shall provide City with Compaction test reports.

Areas outside of the roadway shall meet Section 1000-3.9.1.A. Compacted Earth Backfill of the City Construction Standards and Specifications.

17. Owner and Contractor shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Owner and Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Owner and Contractor's construction activities.
18. Owner and Contractor must remedy any unsafe or unsatisfactory condition due to the use of the PROW, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owner and Contractor to vacate the PROW use permitted herein and return the PROW to its pre-existing condition. All costs incurred by the City will be billed to the Owner and Contractor. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.

19. Owner and Contractor hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Owner and Contractor agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and Contractor and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
20. Owner and Contractor shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the PROW. Owner and Contractor shall not commence construction or removal activity without first obtaining the approval of the documentation of condition by City. In the event City makes any improvements during the term of this Agreement, Owner and Contractor must return the PROW to the improved condition.
21. Owner and Contractor will, during any use of PROW, use due care to protect City streets, utilities and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Owner or Contractor's construction activities shall be remedied immediately, at the discretion of City.
22. Owner and Contractor shall be responsible for the repair or replacement of the condition of the PROW and any public property, which may be damaged or destroyed as a direct or indirect result of the use of the PROW as permitted in this Agreement. Owner and Contractor shall be responsible for restoring or reconstruction the City infrastructure, including but not limited to all roadways, curbs, and gutters to prior to construction condition. Owner and Contractor shall notify City when PROW restoration is complete. City shall inspect the PROW and determine whether or not the restoration or improvements completed are acceptable, or if additional work must be completed, at City discretion. City shall advise Owner and Contractor of the additional work to be completed before acceptance of the PROW to City control. Owner and Contractor shall have thirty (30) days to complete the additional items determined necessary by City.
23. Owner and Contractor accept all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by work in the PROW. Owner and Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Operations-Public Works or designee.
24. Owner agrees that failure to secure acceptance from City of the restored infrastructure and improvements, may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-

22 of the North Dakota Century Code. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development Property, including applicable markups as per the current infrastructure funding policy to complete the work required in accordance with the terms of this Agreement.

25. Owner and Contractor shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area including the parking lane at the direction of the Director of Operations-Public Works or designee.
26. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner and Contractor's use of the public right of way and direct Owner and Contractor to restore the right of way to the City's control.
27. Notices required by this Agreement shall be given as follows:

As to the Owner:
Sigma Psi Housing, LLC
Jennifer Jameson
Jennifer.jameson@kappadelta.org
3205 Players Lane
Memphis, TN 38125
(901) 746-3691

As to the Contractor:
Construction Engineers Inc.
Nick Fiecke
NickF@ConstructionEngineers.com
35 4th St N #202
Fargo, ND 58201
(701) 792-3200

As to the City:
City of Fargo Engineering
Kristy Schmidt
feng@fargond.gov
225 4th St N
Fargo, ND 58102
701-241-1545

28. Owner and Contractor agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. Owner and Contractor agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner and Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.

29. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
30. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
31. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
32. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
33. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
34. Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement.
35. It is specifically agreed between the parties that this Right of Way Use Agreement or a Memorandum of this Agreement may be recorded.
36. This Right of Way Use Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
37. The City and Owner and Contractor wish to work together to provide an acceptable finished product. Owner or Contractor shall provide to City a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Owner and Contractor's work in the right of way.

Failure of the Owner and Contractor to pay any billings provided for herein within 30 days from the due date shall result in City reducing the deposit for amount billed.

When a corrective measure is required by the City, City will notify Owner and Contractor by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$5,000, Owner or Contractor shall replenish the deposit to \$30,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to the entity that paid the deposit. The Owner or Contractor shall request reimbursement of the remaining deposit in writing.

Dated this 1st day of July, 2021

SIGMA PSI HOUSING, LLC
An Indiana limited liability company

Pamela Nix

STATE OF TN)
COUNTY OF Shelby) ss:

On this 1st day of July, 2021, before me personally appeared Pamela Nix of the, an Indiana limited liability company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

SIGMA PSI HOUSING, LLC pn
A.S.

(SEAL)

Angela Fox
Notary Public



MY COMM. EXP. 7/01/2023

CONSTRUCTION ENGINEERS, INC.
a North Dakota Corporation

Richard F. Roth

STATE OF NORTH DAKOTA)
COUNTY OF Cass) ss:

On this 2nd day of July, 2021, before me personally appeared Nick Fiecke of CONSTRUCTION ENGINEERS, a North Dakota corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)

Demetrius R. Kringstad
Notary Public



Dated this _____ day of _____, 2021.

City of Fargo, a North Dakota municipal
corporation

Dr. Timothy J. Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

Legal was prepared by:
City of Fargo Engineering
225 4th St N
Fargo, ND 58102
701-241-1545
feng@fargond.gov


This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com



9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 24, 2021

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA
DEPARTMENT OF HEALTH FOR REGIONAL
ENVIRONMENTAL HEALTH SERVICES-STATE AID FOR
\$80,000 GRANT NO. G21.175 (\$80,000)

The following notice of grant award with the North Dakota Department of Health is for Environmental Health Practitioners at Fargo Cass Public Health to provide services to Steele, Traill, Ransom, Richland and Sargent counties.

No budget adjustments are required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health for Regional Environmental Health Services.

DF/ls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)


Grant Number G21.175	CFDA Name Not applicable	CFDA Number Not applicable	
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2023
Federal Award Date Not applicable	Federal Awarding Agency Not applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Regional Environmental Health Services		North Dakota Department of Health (NDDoH) Project Code 4511 HL 1244 02	
Grantee Name Fargo Cass Public Health		Project Director Kelly Nagel	
Address 1240 25 th Street S		Address 600 East Boulevard Ave., Dept. 301	
City/State/ZIP Code Fargo ND 58103		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Desi Fleming		Contact Name Kelly Nagel	
Telephone Number 701-241-1360		Telephone Number 701-328-4596	
Email Address dfleming@fargond.gov		Email Address kynagel@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$80,000	\$0	\$80,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$80,000	\$0	\$80,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee's Environmental Health Practitioner will provide general environmental health services in underserved areas of Grantee's service area in addition to the outlying counties of Steele, Traill, Ransom, Richland, and Sargent. General environmental health services include but are not limited to 1) inspection of properties, sewer systems and swimming pools, 2) work with local authorities to develop and implement needed environmental health policies and ordinances, and 3) provide public information and education.			
Reporting Requirements Grantee will submit quarterly expenditures and narrative report within 45 days after the end of each quarter through the NDDoH's Program Reporting System (PRS). Expenditure report by program for the quarter ending June 30, 2022, must be received by July 15, 2022. Expenditure report by program for the quarter ending June 30, 2023, must be received by July 14, 2023.			
Special Conditions Senate Bill 2004 (2021-2023 Legislative Session) appropriated funding to the NDDoH to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award dependent upon availability of funds provided to the NDDoH.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/25/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Kelly Nagel, Director, Systems and Performance	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



(10)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 24, 2021

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA
DEPARTMENT OF HEALTH FOR STATE AID FOR \$1,048,141
GRANT G21.144**

The following Notice of Grant Award with the North Dakota Department of Health is for State Aid to Local Public Health Units for a total of \$1,048,141

No budget adjustments are required for this contract.

If you have any questions, please contact me at 241.1380.

- **Suggested Motion:** Move to approve the contract for the State Aid to Local Public Health Units

DF/lls
Enclosures

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH


SFN 53771 (01-2020)

Grant Number G21.144	CFDA Name Not applicable	CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2021
Federal Award Date Not applicable	Federal Awarding Agency Not applicable	Grant End Date 6/30/2023
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program State Aid to Local Public Health	North Dakota Department of Health (NDDoH) Project Code 4511 HL 1244 01	
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel	
Address 1240 25 th Street South	Address 600 East Boulevard Ave., Dept. 301	
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Desi Fleming	Contact Name Kelly Nagel	
Telephone Number 701-241-1360	Telephone Number 701-328-4596	
Email Address dfleming@fargond.gov	Email Address kynagel@nd.gov	
	NDDoH Cost Share	Grantee Cost Share
Amount Awarded	\$1,048,141	\$0
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$1,048,141	\$0
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10% <input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will provide public health services in accordance with North Dakota Century Code 23-35. Grantee will assure the provision of comprehensive programming which includes: communicable disease, chronic disease, injury prevention, environmental health, maternal child and family health, and access to and linkage with clinical care.		
Reporting Requirements Grantee will submit quarterly expenditures by program and narrative report within 45 days after the end of each quarter through the NDDoH's Program Reporting System (PRS). Expenditure report by program for the quarter ending June 30, 2022 must be received by July 15, 2022. Expenditure report by program for the quarter ending June 30, 2023 must be received by July 14, 2023.		
Special Conditions Senate Bill 2004 (2021-2023 Legislative Session) appropriated funding to the NDDoH to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award dependent upon availability of funds provided to the NDDoH. This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance
Date 6/25/21	Signature <i>Desi Fleming</i>	Date
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Signature Kelly Nagel, Director, Systems and Performance
Date	Signature	Date
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Signature Brenda M. Weisz, Chief Financial Officer
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.		



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 30, 2021

RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY
READINESS INITIATIVE NO. G21.242 CFDA NO. 93.089 FOR
\$169,900

The attached Notice of Grant Award for \$169,900 with the North Dakota Department of Health is for the City Readiness Initiative.

Expense 2021

Contract Services	101-6055-451-38-11	\$20,000
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Revenue is already budgeted in 2021.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the grant award for the Public Health Emergency Preparedness City Readiness Initiative.

DF/lis
Enclosure



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.242	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.089
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date 5/20/2021	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health (NDDoH) Project Code 6611HLH5272-11	
Grantee Name Fargo/Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2293	
Email Address Dfleming@fargond.com		Email Address jsickler@nd.gov	
Amount Awarded	NDDoH Cost Share \$169,900	Grantee Cost Share \$0	Total Costs \$169,900
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$169,900	\$0	\$169,900
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2022, must be received by July 15, 2022. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 29, 2022, for the period of July 1, 2021, through December 31, 2021. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2022, for the period of January 1, 2022, through June 30, 2022. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/30/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

Required Activities:

1. Develop a schedule and plans to meet the requirements outlined in the Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance on pages 6 through 11. Conduct three drills as required by Division of Strategic National Stockpile (DSNS) and submit the dates of the drills scheduled to NDDoH no later than September 10, 2021. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2022, prior to submission by the appropriate method per the Center of Disease Control's requirement. After approval has been obtained by NDDoH, submit the appropriate documentation regarding the plans for drills and any other required reports by the appropriate method approved by the Center of Disease Control by no later than June 30, 2022.
2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDoH that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDoH for approval. After approval by NDDoH, submit documents by the appropriate method approved by the Center of Disease Control. The Functional/Full Scale exercise (FE / FSE) needs to be conducted only once over a 5-year period, currently 2019 – 2024.
3. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
4. Conduct one annual PHEP exercise incorporating access and functional needs (AFN) partners. The exercise requirement may be met by incorporating at least one AFN partner in a drill, a tabletop, a functional, a full-scale exercise, or during an incident or public health event in which the AFN partner participates. CRI jurisdictions must provide evidence that demonstrates involvement of AFN partners during an exercise, incident, or public health event.
5. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
6. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical counter measures during an event.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDoH Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on PODs. Examples include: Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.
 - Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
7. All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated annually.


Other activities must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health Emergency Preparedness Division.



(12)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 30, 2021

**RE: CONTRACTS FOR SIGNATURE
FARGO PUBLIC SCHOOL DISTRICT FOR SCHOOL
YEARS 2021-2024**

The attached contract with Fargo Public Schools is for nursing services for the school year 2021-2024. Fargo Cass Public Health submitted a Request for Proposal to the Fargo Public Schools and received the contract which spans July 1, 2021 to June 30, 2024.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the Agreement for Services with Fargo Public Schools

DF/lls
Enclosure



**PURCHASE OF SERVICE AGREEMENT
FARGO PUBLIC SCHOOL DISTRICT**



Whereas the Fargo Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school years 2021-2024, beginning on July 1, 2021 and ending on June 30, 2024. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel on a scheduled school day and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. The provider will ensure all staff assigned to the District communicate absences and adjustments to scheduled hours in advance, as able, with the building principal or administrative assistant. Attendance concerns will be handled immediately by the provider upon notice from the district.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. NO EMPLOYER/EMPLOYEE RELATIONSHIP WITH DISTRICT

No person providing services on behalf of the Provider to the District will be considered an employee of the District. This includes, but is not limited to, all registered nurses, nurse aides, and administrative nursing staff provided by the Provider. The Provider shall be responsible for all applicable employment taxes, and benefits attributable to said staff including unemployment, worker's compensation and vacation pay on non scheduled school days.

X. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential health information.

XI. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XII. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XIII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XVI. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVII. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIX. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XXI. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXII. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXIII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIV. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXVI. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVII. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

FARGO PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

JACKIE GAPP, CPA, SFO

DATE

Business Manager
TITLE

DESI FLEMING, PUBLIC HEALTH DIRECTOR

6-29-2021
DATE

DATE

P:\Contracts, Executed\Contracts Original Copies\2020\Fargo School District 2020-2021.doc 05/06/2020

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN FARGO PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Fargo Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide, if applicable, will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

SCHOOL NURSING BUDGET PROPOSAL for 7-1-2021 to 6-30-2022**NURSING COVERAGE- FPS at 65% and FCPH at 35%**

SECONDARY RNs 6.6 hours per day x 5 days per week x 37 weeks x 6 staff at \$44.60/hour =
\$326,739.60

ELEMENTARY RNs 24 hours per day x 5 days per week x 36 weeks at \$44.60 per hour = \$192,672.00

AIDES 25 hours per day times x 5 days per week x 35 weeks at \$25.90 per hour = \$113,312.50

RN ADMINISTRATION COST 574 hours per budget year at \$52.03 per hour= \$29,865.22

Total at 65% FPS/35%FCPH **\$662,589.32**

\$662,589.32 X 65% = \$430,683.05 FPS

\$662,589.32 x 35% = \$231,906.27 FCPH

SPECIAL EDUCATION COVERAGE- FPS 100%

RN 7 hours per day x 5 days per week x 36 weeks at \$44.75 per hour = \$56,385.00

LPN 7 hours per day x 5 days per week x 36 weeks at \$26.96 per hour = \$33,969.60

RN 40 hours x \$44.60 if applicable for summer session = \$1,784.00

RN ADMINISTRATION COST 1 hour per week x 35 weeks at \$52.03 per hour = \$1,821.05

Mileage for up to 5,000 per year at federal rate of .56 per mile = \$2,800.00

Total at 100% FPS **\$96,759.65**

NURSING COVERAGE

Total \$662,589.32 X FPS at 65% = \$430,683.05

SPECIAL EDUCATION COVERAGE

Total \$96,759.65 X FPS X 100% = \$96,759.65

TOTAL COST FOR FPS 7-1-2021 TO 6-30-2022 = \$527,442.70

Note: TOTAL COST FOR FCPH 7-1-2021 TO 6-30-2022 = \$231,906.27

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2022 to 6-30-2023

NURSING COVERAGE – FPS at 65% and FCPH at 35%

SECONDARY RNs 6.6 hours per day x 5 days per week x 37 weeks x 6 staff at \$45.94/hour =	\$336,556.44
ELEMENTARY RN's 24 hours per day x 5 days per week x 36 weeks at \$45.94 per hour =	\$198,460.80
AIDES 25 hours per day times x 5 days per week x 35 weeks at \$26.68 per hour =	\$116,725.00
RN ADMINISTRATION COST 574 hours per budget year at \$53.59=	<u>\$30,760.66</u>
Total at 65% FPS/35%FCPH	\$682,502.90
$\$682,502.90 \times 65\% = \$443,626.88$ FPS $\$682,502.90 \times 35\% = \$238,876.02$ FCPH	

SPECIAL EDUCATION COVERAGE- FPS 100%

RN 7 hours per day x 5 days per week x 36 weeks at \$46.09 per hour =	\$58,073.40
LPN 7 hours per day x 5 days per week x 36 weeks at \$27.77 per hour =	\$34,990.20
RN 40 hours x \$45.94 if applicable for summer session =	\$1,837.60
RN ADMINISTRATION COST 1 hour per week x 35 weeks at \$53.59 per hour =	\$1,875.65
Mileage for up to 5,000 per year at federal rate of .56 per mile =	<u>\$2,800.00</u>
Total at 100% FPS	\$99,576.85

NURSING COVERAGE

Total \$682,502.90 X FPS at 65% = \$443,626.88

SPECIAL EDUCATION COVERAGE

Total \$99,576.85 X FPS X 100% = \$99,576.85

TOTAL COST FOR FPS 7-1-2022 TO 6-30-2023 = \$ 543,203.73

Note: TOTAL COST FOR FCPH 7-1-2022 TO 6-30-2023 = \$238,876.02

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2023 to 6-30-2024

SECONDARY RNs 6.6 hours per day x 5 days per week x 37 weeks x 6 staff at \$47.32/hour = \$346,666.32

ELEMENTARY RNs 24 hours per day x 5 days per week x 36 weeks at \$47.32 per hour = \$204,422.40

AIDES 25 hours per day times x 5 days per week x 35 weeks at \$27.48 per hour = \$120,225.00

RN ADMINISTRATION COST 574 hours per budget year at \$55.19 per hour = \$31,679.06

Total At 65% FPS/ 35%FCPH **\$702,992.78**

\$702,992.78 x 65% = \$456,945.30 FPS

\$702,992.78 X 35% = \$246,047.48 FCPH

SPECIAL EDUCATION COVERAGE

RN 7 hours per day x 5 days per week x 36 weeks at \$47.47 per hour = \$59,812.20

LPN 7 hours per day x 5 days per week x 36 weeks at \$28.60 per hour = \$36,036.00

RN 40 hours x \$47.32 if applicable for summer session = \$1,892.80

RN ADMINISTRATION COST 1 hour per week x 35 weeks at \$55.19 per hour = \$1,931.65

Mileage for up to 5000 per year at federal rate of .56 per mile = \$2,800.00

Total at 100 % FPS **\$102,472.65**

NURSING COVERAGE

Total \$702,992.78 X FPS at 65% = \$456,945.30

SPECIAL EDUCATION COVERAGE

Total \$102,472.65 X FPS X 100% = \$102,472.65

TOTAL COST FOR FPS 7-1-2023 TO 6-30-2024 = \$559,417.95

NOTE: TOTAL COST FOR FCPH 7-1-2023 TO 6-30-2024 = \$246,047.48

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.



13

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~✗~~
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 7, 2021

RE: NOTICE OF GRANT AWARD WITH THE NORTH DAKOTA
DEPARTMENT OF HEALTH FOR IMMUNIZATION
COOPERATIVE AGREEMENTS
CONTRACT NO. G21.043 CFDA No. 93.268 \$72,985

The attached contract for \$72,895 with the North Dakota Department of Health is for increasing immunization rates for local public health units.

No budget adjustments for this award.

Suggested Motion: Move to approve the North Dakota Department of Health contract for the Immunization Cooperative Agreements.

DF/lis
Enclosure



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.043	CFDA Name Immunization Cooperative Agreements		CFDA Number 93.268
FAIN Number NH23IP922623	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date 6/24/2020	Federal Awarding Agency Department of Health and Human Services		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Increasing Immunization Rates – LPHU		North Dakota Department of Health (NDDoH) Project Code 2201 HL 5311-06 (Pan Flu): \$7,285 2201 HL 5311-08 (PPHF): \$65,610	
Grantee Name Fargo Cass Public Health		Project Director Molly Howell, Immunization Director	
Address 1240 25 th Street S		Address 600 E Boulevard Ave	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505	
Contact Name Suzanne Schaefer		Contact Name Molly Howell, Immunization Division Manager	
Telephone Number 701-241-1360		Telephone Number 701-328-4556	
Email Address SSchaefer@FargoND.gov		Email Address mahowell@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$72,895	\$0	\$72,895
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$72,895	\$0	\$72,895
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service: Grantee shall provide services as outlined in attachment A.			
Reporting Requirements: Quarterly Activity Reports are required to be electronically submitted in the Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement more frequently than quarterly, then activity reports must be submitted along with requests for reimbursement in PRS. A required immunization activity report is attached. Expenditure report for the period ending June 30, 2022 must be received by July 15, 2022.			
Special Conditions: Funding for this award is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. Financial obligation of the Department is contingent upon funds being made available by the Department of Health and Human Services. The NDDoH will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 7/8/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Kirby Kruger, Section Chief, Disease Control & Forensic Pathology	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



**2019 – 2024 North Dakota Local Public Health Unit Increasing Immunization Rates Grants
Scope of Service (Attachment A)
G21.043**

The objectives of this grant are in line with the 2019 – 2024 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Immunization Program Operations Manual (IPOM).

Activities: Required activities are shown in **RED**.

IPOM B1a. Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).

- Utilize North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates. Rates should include, but are not limited to:
 - Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
 - Children (kindergarten entry)
 - Adolescents
 - Tdap
 - MCV4
 - HPV
 - Influenza
 - Adults
 - PCV13
 - PPSV23
 - Zoster
 - Influenza
- Utilize baseline rates to establish immunization coverage goals for the one-year and five-year grant period.

IPOM B2c. Prioritize one or more geographic regions or population subgroups identified in B1 for targeted programmatic activities to increase vaccination coverage.

- Implement evidence-based activities to increase immunization coverage rates.

- Evidence-based activities are described in The Community Guide.
- Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
- Report activities to increase immunization coverage rates on quarterly activity reports.
- Summarize evidence of impact or evaluation results, if available.

E1b. Identify and collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).

- Participate or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
- Report the number of meetings hosted and/or attended on quarterly activity reports.

E2a. Identify and collaborate with points-of-contact (POCs) from the jurisdiction's AI/AN communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, or Alaska Native villages and corporations to improve vaccination coverage among AI/AN communities.

- Convene meetings with tribal health and/or Indian Health Services about immunizations.
- Engage tribes in immunization activities.
- Report the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.

E4a. Implement educational programs for immunization providers and stakeholders.

- Participate on NDDoH immunization Lunch and Learn webinars or other immunization-related webinars.
- Attend the North Dakota Immunization Conference (June 2022).
- Provide immunization-related educational opportunities to healthcare providers and other stakeholders in your area.
- Report the number of webinars and/or other educational opportunities held or attended on the quarterly activity report.

G1b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are nationally notifiable and reportable in the jurisdiction in accordance with the *CDC Manual for the Surveillance of Vaccine-Preventable Diseases*.

- If requested, assist the NDDoH with the investigation and/or response to vaccine preventable diseases.

J2b. Collaborate with schools, school districts, early childhood facilities, and other stakeholders to improve vaccination coverage in child care and school settings.

- Assist schools with determining the up-to-date status of students.
- Conduct school-located vaccination clinics.
- Educate schools about school immunization requirements.

Chapter I: Pandemic Influenza Preparedness

(At least 10% of time must be devoted to this program area)

E-3: Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. (Choose at least one of the following)

- 1) Conduct school-located influenza vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 2) Conduct mass or off-site clinics for influenza vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 3) Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination. Include the specific race/ethnicity/target groups focused on.

Reporting Requirements:

Quarterly Activity Reports are required to be submitted (electronically) in the North Dakota Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. A required immunization activity report will be provided by the NDDoH. **If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently with requests for reimbursement in PRS.**



(14)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON, CHAIRMAN *GL*
CITY OF FARGO ND CARES PROGRAM

DATE: JULY 2, 2021

RE: CITY OF FARGO ND CARES VETERAN PROGRAM,
APPROVAL OF A \$2,500 GRANT FROM THE BOB WOODRUFF
FOUNDATION

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive \$2,500 in collaboration funds from the Bob Woodruff Foundation (BWF).

These funds were awarded to the Fargo ND Cares Program based on the data I contributed for their nation-wide data tool. The funds do not have a matching requirement from the City of Fargo.

As the Chairman for the COF ND Cares Program, please contact me directly if you have any questions 241.1388.

Suggested Motion: Move to approve the \$2,500 in collaboration funds established and awarded by the Bob Woodruff Foundation.

GL

15

To: Board of City Commissioners
From: Jill Minette, Director of Human Resources
Date: July 7, 2021
Re: Employment Contract

An employment contract with Melissa Lura for the Contract Human Resources Manager position is attached. This full-time contract position was approved by the Finance Committee in February 2021.

I am requesting your approval of the attached employment contract.

Thank you for your consideration.

Motion:

To approve the employment contract with Melissa Lura for the Contract Human Resources Manager position.

AGREEMENT

CONTRACT HUMAN RESOURCES MANAGER

THIS AGREEMENT made and entered into effective the 19th day of July 2021, by and between Melissa Lura, (hereinafter referred to as "Lura") and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Human Resources Manager within the City of Fargo Human Resources Department as a contracted employee; and,

WHEREAS, the City desires to appoint Lura to perform the duties and services of Human Resources Manager and for purposes of the City's budgeting process, to recognize a contract employment relationship for a period beginning July 19, 2021 and ending July 18, 2022, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Lura has agreed to accept such appointment to perform the duties and services of the Human Resources Manager on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Lura for the purpose of performing the duties and services of Human Resources Manager as described in Exhibit A attached hereto.
2. Term. The term of this agreement shall be for the period beginning July 19, 2021 and ending July 18, 2022, but may be terminated by either party at any time,

7. The parties hereto understand and agree that Lura shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Human Resources

By: _____

Jill Minette, Director of Human Resources

Melissa Lura

16

To: Board of City Commissioners

From: Jill Minette
Director of Human Resources

Re: Request for Out-of-Grade Pay

Date: July 7, 2021

David Zibolski, Police Chief, submitted a request for Chris Helmick, Police Lieutenant (grade 17P) to receive out-of-grade pay while acting as an interim Captain (grade 18P) for the Criminal Investigations Division due to a retirement. The additional cost of out-of-grade pay is \$4.26 per hour. In addition, he submitted a request for Matt Christianson, Police Sergeant (grade 15P) to receive out-of-grade pay while acting as an interim Lieutenant (grade 17P) in a non-exempt capacity. The additional cost of out-of-grade pay is \$2.91 per hour. Both requests are retroactive to May 3, 2021.

This request has been reviewed and approved by the City Administrators.

Suggested Motion:

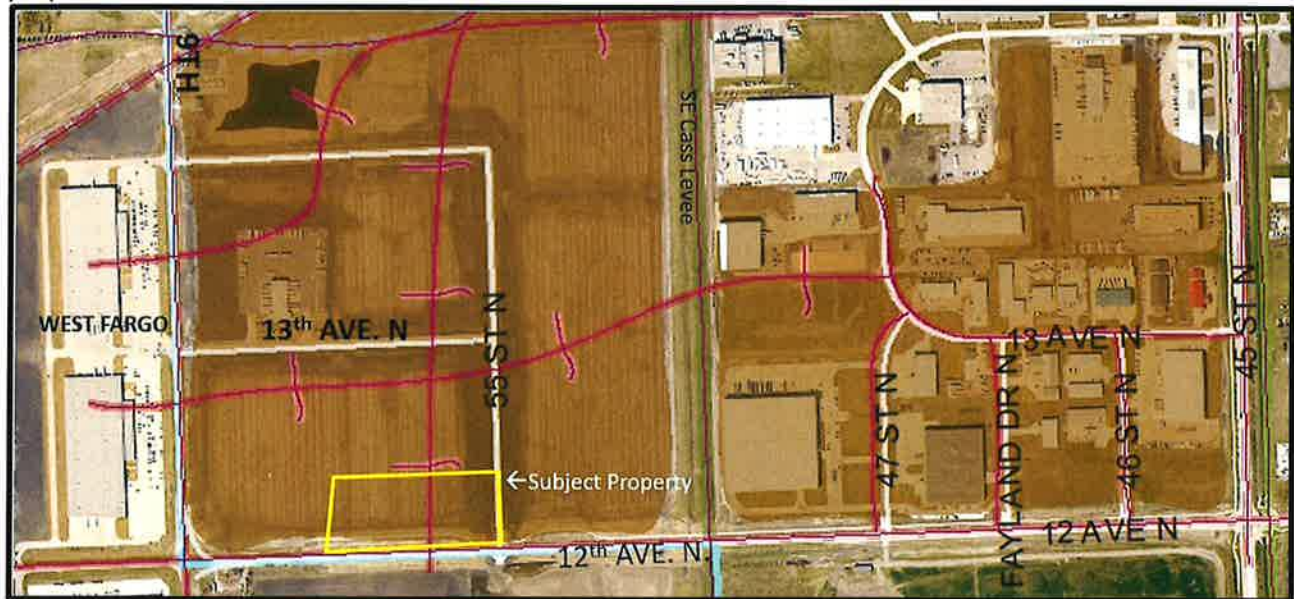
Approve the request to award out-of-grade pay to Chris Helmick and Matt Christianson retroactively effective May 3, 2021.

(17)

City of Fargo Staff Report			
Title:	Thor Addition	Date:	6/29/2021
		Update:	7/8/2021
Location:	1200 55 th Street North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 4, Block 1, Commerce on 12 th Addition		
Owner(s)/Applicant:	Thor Properties / Thad Thorsness	Engineer:	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 4, Commerce on 12 th Addition to the City of Fargo, Cass County, North Dakota to vacate portion of negative access easement along 12 th Avenue North)		
Status:	City Commission Public Hearing: July 12, 2021		
Existing		Proposed	
Land Use: Undeveloped		Land Use: Industrial	
Zoning: LI, Limited Industrial		Zoning: No change	
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.		Uses Allowed: No change	
Maximum Building Coverage Allowed: 85%		Maximum Density Allowed: No change	
Proposal:			
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Thor Addition which is a replat of Lot 4, Block 1, Commerce on 12th Addition to the City of Fargo, Cass County, North Dakota. The purpose of this plat is to vacate a portion of the existing Negative Access Easement along the property frontage on 55th Street North. The lot configuration will not change. <p>The property is zoned LI, Limited Industrial. No zone change is proposed. The uses allowed in the LI zone are noted above.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LI; industrial use • East: LI; undeveloped • South: City of West Fargo (across 12th Avenue North) ; undeveloped • West: LI; undeveloped 			

Area Plans:

The subject property is designated as "Industrial" on the 2007 Tier 1 Northwest Land Use Plan. The current LI, Limited Industrial zoning is consistent with the land use designation. No zone change is proposed.



- Proposed Land Uses**
- Residential Area - lower to medium density
 - Residential Area - medium to high density
 - Residential Area - rural
 - Commercial Area
 - Industrial Area
 - Agricultural Research

Schools and Parks:

Schools: The subject property is located within the West Fargo School District and is served by Westside Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: The project site is not within one-half mile of a park.

Pedestrian / Bicycle: An 8-foot wide off-road multi-use trail is adjacent to the south side of the property within the 12th Avenue North right of way. This trail is a component of the metro area bikeways system.

Staff Analysis:

The plat will vacate a portion of the existing Negative Access Easement along the property frontage on 55th Street North. The lot configuration will not change. The City's traffic engineer has reviewed this project and does not oppose the proposed vacation of a portion of the negative access easement. As this negative access easement was created on a plat---Commerce on 12th Addition---any modification of that easement requires a replatting of the property.

SUBDIVISION

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and

complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

The subject property is designated as "Industrial" in the 2007 Tier 1 Northwest Land Use Plan. The property within this plat is currently zoned LI, Limited Industrial, which is consistent with that land use designation. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any communication regarding this project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Thor Addition** subdivision plat, as presented, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, and all other applicable requirements of the LDC."

Planning Commission Recommendation: July 6, 2021

At the July 6, 2021 Planning Commission hearing, by a vote of 7-0 with four Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and to recommend approval to the City Commission of the proposed **Thor Addition** subdivision plat, as presented, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, and all other applicable requirements of the LDC.

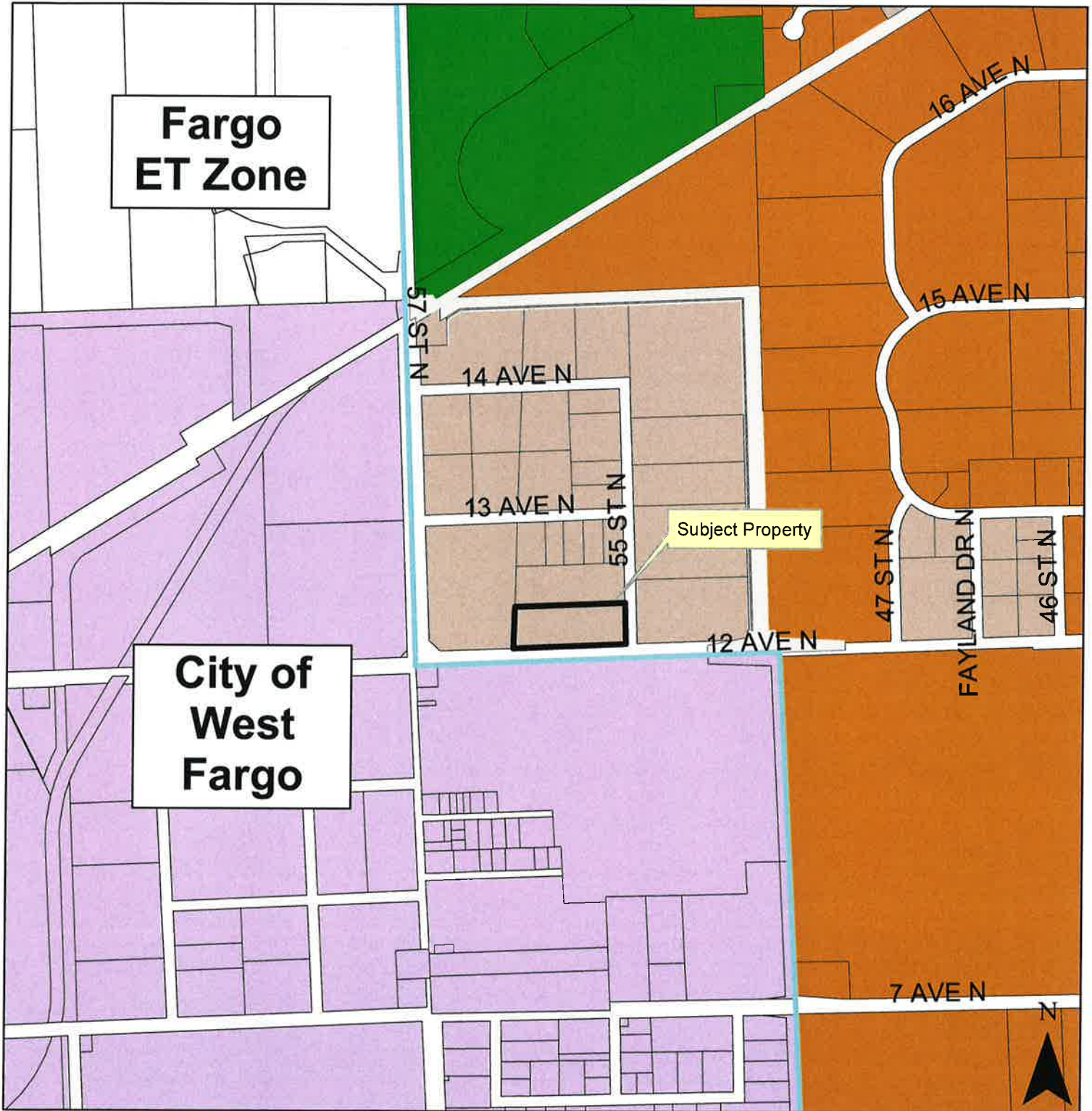
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Thor Addition

1200 55th St N



Legend

AG	DMU	LC	MHP	SR-1	SR-2
CC	GO	MR-1	MR-2	MR-3	MR-4
GO	MR-3	MR-4	MR-5	MR-6	MR-7
GO	MR-3	MR-4	MR-5	MR-6	MR-7
GO	MR-3	MR-4	MR-5	MR-6	MR-7

500

Feet

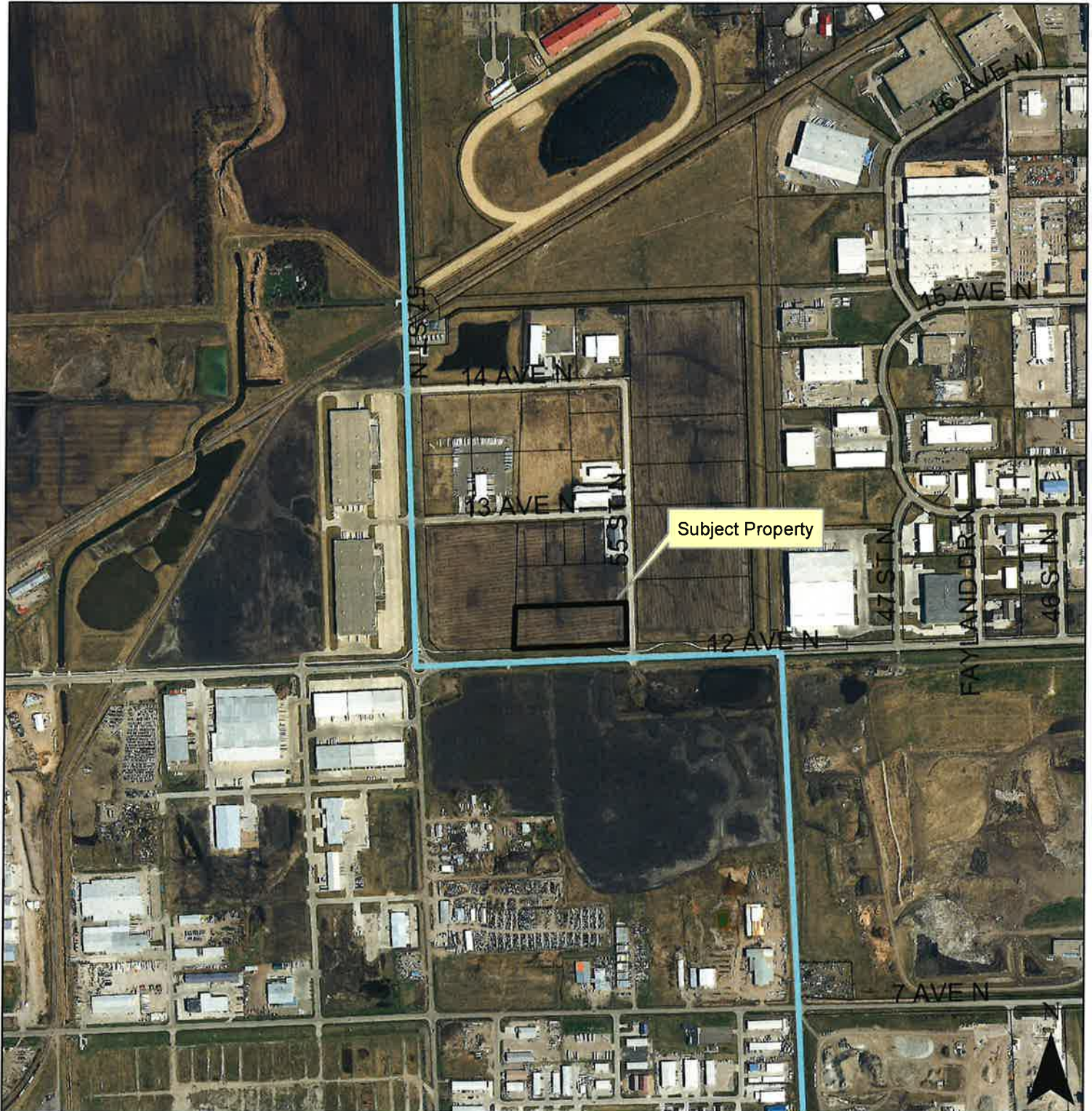
Fargo Planning Commission

July 6, 2021

Plat (Minor)

Thor Addition

1200 55th St N



THOR ADDITION

A REPLAT OF LOT 4, BLOCK 1 OF COMMERCE ON 12TH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That Thor Investments, LLC, a North Dakota limited liability company, as owner of a parcel of land located in that part of the Southwest Quarter of Section 23, Township 140 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 4, Block 1 of COMMERCE ON 12TH ADDITION to the City of Fargo, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 2.43, 173 square feet, more or less.

Said owner of the above described property, have caused the same to be surveyed and platted as THOR ADDITION to the City of Fargo, Cass County, North Dakota.

OWNER:

Thor Investments, LLC
Robert S. Thorsness
 Trust Thorsness, Managing Partner

State of North Dakota }
 County of Cass } SS

On this 2nd day of July, 2021, appeared before me, Trust Thorsness, a Notary Public in and for said county, personally appeared Robert S. Thorsness, known to me to be the person whose name is subscribed to the above certificate and all acknowledgments to me that they executed the same as their own free act and deed.

Notary Public: Robert S. Thorsness



LEGEND

- MONUMENT IN PLACE
- SET MONUMENT OR MEASUREMENT PLASMA
- LOT AREA (ACROSS FEET)
- EXISTING EASEMENT
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- PLAT REQUIRMENT
- EXISTING EASEMENT (TO BE MATCHED WITH THE RECORD OF THIS DOCUMENT)



SURVEYORS CERTIFICATE AND ACKNOWLEDGMENT

This plat is a true and correct representation of the survey of said subdivision, that the requirements for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 2nd day of July, 2021.

Jason Ness, PLS
 Professional Land Surveyor
 Registration No. 154-0884

State of North Dakota }
 County of Cass } SS

On this 2nd day of July, 2021, appeared before me, Jason Ness, known to me to be the person whose name is subscribed to the above certificate and all acknowledgments to me that he executed the same as his own free act and deed.

Notary Public: Robert S. Thorsness



CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 2nd day of July, 2021.

Robert S. Thorsness
 Planning Commission Chair

State of North Dakota }
 County of Cass } SS

On this 2nd day of July, 2021, before me, a notary public in and for said county, personally appeared Robert S. Thorsness, known to me to be the person described in and who executed the same as a true act and deed.

Notary Public: Robert S. Thorsness



FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered that this 2nd day of July, 2021.

Timothy J. Mahoney
 Mayor

State of North Dakota }
 County of Cass } SS

On this 2nd day of July, 2021, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, known to me to be the person described in and who executed the same as a true act and deed.

Notary Public: Robert S. Thorsness

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this 2nd day of July, 2021.

Robert S. Thorsness
 City Engineer

State of North Dakota }
 County of Cass } SS

On this 2nd day of July, 2021, before me, a notary public in and for said county, personally appeared Robert S. Thorsness, known to me to be the person described in and who executed the same as a true act and deed.

Notary Public: Robert S. Thorsness



Mead
Stunt
 PROJECT NO. 2021-001
 SHEET 1 OF 1

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-G1

Type: Change Order #1

Location: CR 81 & 40th Ave N

Date of Hearing: 7/6/2021

RoutingDate

City Commission

7/12/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #1 in the amount of \$105,831.58, for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$105,831.58, bringing the total contract amount to \$452,497.73.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$105,831.58, bringing the total contract amount to \$452,497.73 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

Date: July 1, 2021

Re: Improvement District No. PR-21-G1 – Change Order #1
Asphalt Paving Rehab/Reconstruction

The project was bid May 12, 2021, the project was awarded to Border States Paving, May 17, 2021 and construction began June 2, 2021.

During construction of the new north side turning lanes, engineering found that the original design plan needed to be revised to allow the existing lanes east and west of CR 81 to line up better and to allow for the widened turning lanes. In order to accomplish this change we need to add onto the south side pavement east and west of CR 81. We are using current bid prices and the cost is \$65,952.20.

The project design envisioned raising the two adjoining fire hydrants and gate valves to match the widened pavement. After further inspection engineering felt that, the two fire hydrants and gate valves should be moved closer to the right of way line and replaced due to their poor condition and age. This cost is \$32,872.38.

Two message boards on 40th Avenue east and west of the construction zone were added to aid in traffic safety at the request of law enforcement because of the multiple construction projects in the area. The cost for the two message boards is \$7,007.00.

The total cost of the change order is \$105,831.58. Funding for this project will come from Special Assessments and Sales Tax funds. Engineering has used the existing bid items where feasible and the added bid items are reasonable in line with other similar work bid this year.

Recommended Motion:

Approve Change Order #1 for \$105,831.58.

Attachment

C: Tom Knakmuhs, Assistant City Engineer
Nathan Boerboom, Division Engineer



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	PR-21-G1	Change Order No	1
Project Name	Asphalt Paving Rehab/Reconstruction	For	Border States Paving Inc
Date Entered	6/30/2021		

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes or alterations hereinafter described.

EXPLANATION OF CHANGE: Add south turn lane & temporary edge stripe

Add lane widening south side of 40th Ave N east and west of CR 81. Remove & Replace 2 each fire hydrants and gate valves. Add 2 message boards to alert traffic ahead of construction zone.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Mobilization	LS	1.00	0.00	1.00	1.00	2.00	13,500.00	13,500.00
	2	Traffic Control - Type 1	LS	1.00	0.00	1.00	2.00	3.00	2,790.00	5,580.00
	35	F&I Hydrant - Restrained Joint	EA	0.00	0.00	0.00	2.00	2.00	16,436.19	32,872.38
Miscellaneous Sub Total (\$)										51,952.38
Paving	16	Remove Pavement 9" Thick All Types	SY	800.00	0.00	800.00	220.00	1,020.00	5.50	1,210.00
	17	Subgrade Preparation	SY	1,235.00	0.00	1,235.00	700.00	1,935.00	2.70	1,890.00
	18	F&I Woven Geotextile	SY	1,235.00	0.00	1,235.00	700.00	1,935.00	2.65	1,855.00
	19	F&I Crushed Conc - 12" Thick	SY	1,235.00	0.00	1,235.00	700.00	1,935.00	12.40	8,680.00
	20	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	620.00	0.00	620.00	350.00	970.00	80.00	28,000.00
Paving Sub Total (\$)										41,635.00
Erosion Control	26	Seeding Type A	SY	6,100.00	0.00	6,100.00	900.00	7,000.00	0.32	288.00
	27	Mulching Type 1 - Hydro	SY	6,100.00	0.00	6,100.00	900.00	7,000.00	0.42	378.00
Erosion Control Sub Total (\$)										666.00
Signing	36	Traffic Control - Changeable Message Board	EA	0.00	0.00	0.00	2.00	2.00	3,503.50	7,007.00
	37	Relocate Sign Assembly	EA	0.00	0.00	0.00	3.00	3.00	1,038.40	3,115.20
Signing Sub Total (\$)										10,122.20



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Pavement Marking	38	Temp Paint Line 4" Wide	LF	0.00	0.00	0.00	1,400.00	1,400.00	1,400.00	1.04	1,456.00
Pavement Marking Sub Total (\$)											1,456.00

Summary

Source Of Funding

Sales Tax Funds - Infrastructure - 420, Special Assessments

Net Amount Change Order # 1 (\$)

105,831.58

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

348,666.15

Total Contract Amount (\$)

452,497.73

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial
Completion Date

08/01/2021

Current Final Completion
Date

Additional Days Substantial
Completion

0.00

Additional Days Final
Completion

0.00

New Substantial
Completion Date

08/01/2021

New Final Completion
Date

Description

APPROVED

7/1/21

BORDER STATES PAVING, INC

For Contractor

Title Carter Bengtson
pm Carter

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 7/6/21

REPORT OF ACTION

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-E1 Type: Negative Final Balancing Change Order #3

Location: Madelyn's Meadows 2nd Addition Date of Hearing: 7/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/12/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #3 in the amount of -\$43,573.13, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of -\$43,573.13, bringing the total contract amount to \$2,301,206.97.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Fox Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$43,573.13, bringing the total contract amount to \$2,301,206.97 to Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CRWUD & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer

C: Kristi Olson

**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	BN-20-E1	Change Order No	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Lighting & Incidentals		
Date Entered	6/30/2021	For	Fox Underground

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Seeding Type C	SY	6,500.00	0.00	6,500.00	11,606.00	18,106.00	0.30	3,481.80
	4	Mulching Type 2 - Straw	SY	6,500.00	0.00	6,500.00	11,606.00	18,106.00	0.25	2,901.50
	5	Sediment Control Log 10" to 15" Dia	LF	950.00	0.00	950.00	-690.00	260.00	3.25	-2,242.50
	6	Inlet Protection - Existing Inlet	EA	10.00	0.00	10.00	-10.00	0.00	200.00	-2,000.00
Miscellaneous Sub Total (\$)										2,140.80
Sanitary Sewer	12	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,740.00	0.00	3,740.00	-124.00	3,616.00	26.00	-3,224.00
	14	F&I Pipe SDR 26 - 8" Dia PVC	LF	2,470.00	92.00	2,562.00	-8.97	2,553.03	28.00	-251.16
	15	F&I Pipe SDR 35 - 10" Dia PVC	LF	670.00	0.00	670.00	-56.00	614.00	35.00	-1,960.00
	16	F&I Pipe SDR 35 - 12" Dia PVC	LF	790.00	0.00	790.00	-4.00	786.00	47.00	-188.00
	100	* Saddle Wye	LS	0.00	0.00	0.00	1.00	1.00	670.73	670.73
Sanitary Sewer Sub Total (\$)										-4,952.43
Cass Rural Water Improvements	19	F&I Fittings C153 Ductile Iron	LB	3,131.00	153.00	3,284.00	-295.00	2,989.00	4.50	-1,327.50
	20	F&I Hydrant	EA	6.00	0.00	6.00	1.00	7.00	4,300.00	4,300.00
	21	F&I Insulation 4" Thick	SY	28.00	10.70	38.70	-6.70	32.00	36.00	-241.20
	22	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	52.00	0.00	52.00	9.00	61.00	24.00	216.00
	23	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	4,285.00	295.00	4,580.00	-1.86	4,578.14	26.00	-48.36
	25	F&I Gate Valve 6" Dia	EA	6.00	0.00	6.00	1.00	7.00	1,250.00	1,250.00
	26	F&I Gate Valve 8" Dia	EA	12.00	2.00	14.00	1.00	15.00	1,650.00	1,650.00

**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Cass Rural Water Improvements	27	F&I Pipe 1" Dia Water Service	LF	3,250.00	0.00	3,250.00	-152.00	3,098.00	12.50	-1,900.00
	94	Connect Pipe to Exist Pipe	EA	3.00	0.00	3.00	-1.00	2.00	2,000.00	-2,000.00
Cass Rural Water Improvements Sub Total (\$)										
Storm Sewer	31	Modify Manhole	EA	14.00	0.00	14.00	1.00	15.00	2,000.00	2,000.00
	32	F&I Manhole 4' Dia Reinf Conc	EA	7.00	0.00	7.00	1.00	8.00	2,200.00	2,200.00
	36	F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	0.00	16.00	4.00	20.00	2,000.00	8,000.00
	37	F&I Inlet - Round (RDI) Reinf Conc	EA	7.00	2.00	9.00	-1.00	8.00	1,300.00	-1,300.00
	39	F&I Pipe 12" Dia	LF	665.00	0.00	665.00	-4.30	660.70	23.00	-98.90
	40	F&I Pipe 15" Dia	LF	1,140.00	-262.00	878.00	-95.10	782.90	28.00	-2,662.80
	41	F&I Pipe 18" Dia	LF	95.00	0.00	95.00	-2.24	92.76	40.00	-89.60
	42	F&I Pipe 24" Dia	LF	75.00	0.00	75.00	-27.00	48.00	56.00	-1,512.00
	44	F&I Pipe 12" Dia Reinf Conc	LF	68.00	0.00	68.00	4.00	72.00	36.00	144.00
	45	F&I Pipe w/GB 15" Dia Reinf Conc	LF	250.00	0.00	250.00	91.80	341.80	72.00	6,609.60
	49	Rem & Repl Casting - Self Leveling	EA	2.00	0.00	2.00	1.00	3.00	1,500.00	1,500.00
	96	F&I Pipe 15" Dia Reinf Conc	LF	290.00	0.00	290.00	99.40	389.40	45.00	4,473.00
	97	F&I Pipe 30" Dia Reinf Conc	LF	45.00	0.00	45.00	7.49	52.49	105.00	786.45
	99	* Repair Rip Rap around pond FES	LS	0.00	0.00	0.00	1.00	1.00	2,053.04	2,053.04
Storm Sewer Sub Total (\$)										
Paving	50	Fill - Contractor Supply	CY	8,000.00	0.00	8,000.00	-8,000.00	0.00	11.00	-88,000.00
	51	Excavation	CY	2,725.00	2,100.00	4,825.00	3,729.70	8,554.70	4.00	14,918.80
	52	Subcut	CY	5,350.00	86.00	5,436.00	-1,086.00	4,350.00	4.00	-4,344.00
	56	F&I Edge Drain 4" Dia PVC	LF	8,040.00	32.00	8,072.00	-124.00	7,948.00	7.00	-868.00
	57	F&I Curb & Gutter Mountable (Type I)	LF	8,040.00	32.00	8,072.00	-124.00	7,948.00	16.00	-1,984.00
	58	Rem & Repl Curb & Gutter	LF	130.00	0.00	130.00	28.50	158.50	80.00	2,280.00
	63	F&I Det Warn Panels Cast Iron	SF	520.00	56.00	576.00	-88.00	488.00	52.00	-4,576.00
	64	F&I Aggregate for Asph Pavement FAA 43	TON	4,550.00	18.00	4,568.00	468.36	5,036.36	39.50	18,500.22
	65	F&I Asphalt Cement PG 58H-34	TON	255.00	1.00	256.00	16.70	272.70	500.00	8,350.00
	68	GV Box to Grade - Blvd	EA	9.00	2.00	11.00	2.00	13.00	280.00	560.00

**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Paving	69	GV Box to Grade - no Conc	EA	10.00	0.00	10.00	-1.00	9.00	280.00	-280.00
	71	Mulching Type 1 - Hydro	SY	15,300.00	0.00	15,300.00	-5,085.00	10,215.00	0.45	-2,288.25
	72	Seeding Type C	SY	15,300.00	0.00	15,300.00	-5,085.00	10,215.00	0.30	-1,525.50
Paving Sub Total (\$)										-59,256.73
Levee	78	Embankment	CY	12,820.00	0.00	12,820.00	-1,617.00	11,203.00	5.00	-8,085.00
	79	Mulching Type 2 - Straw	SY	18,000.00	0.00	18,000.00	-4,253.00	13,747.00	0.20	-850.60
	80	Seeding Type C	SY	18,000.00	0.00	18,000.00	-4,253.00	13,747.00	0.30	-1,275.90
	81	Sediment Control Log 10" to 15" Dia	LF	60.00	0.00	60.00	-60.00	0.00	3.25	-195.00
Levee Sub Total (\$)										-10,406.50
Signing	82	F&I Diamond Grade Cubed	SF	77.80	0.00	77.80	32.60	110.40	25.00	815.00
	85	F&I Sign Assembly & Anchor	EA	17.00	0.00	17.00	1.00	18.00	75.00	75.00
Signing Sub Total (\$)										890.00
Street Lighting	88	F&I Base 5' Deep Reinf Conc	EA	26.00	0.00	26.00	1.00	27.00	510.00	510.00
	91	F&I Luminaire Type A	EA	26.00	0.00	26.00	1.00	27.00	1,650.00	1,650.00
	92	F&I Light Standard Type A	EA	26.00	0.00	26.00	1.00	27.00	1,850.00	1,850.00
Street Lighting Sub Total (\$)										4,010.00
* NC Items										
Grand Total (\$)										-43,573.13

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)



I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

10/02/2020	0.00	0.00	10/02/2020
Description			
APPROVED			
For Contractor	7-1-2021	APPROVED DATE	
		Department Head	
Title	President	Mayor	7/6/21
		Attest	



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No. BN-20-E1
 Project Name Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Lighting & Incidentals
 Type Utilities and Paving New
 Description Madelyn's Meadows 2nd Addition
 Pay Estimate Number 11 - FINAL
 From Date 05/06/2021 To Date 06/15/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Fox Underground has performed the work to date shown on this statement

Contract

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Miscellaneous										
1 Topsoil - Strip & Spread	LS	1.00	40,000.00	0.80	32,000.00	0.20	8,000.00	1.00	40,000.00	100.00
2 Site Grading	LS	1.00	14,000.00	0.60	8,400.00	0.40	5,600.00	1.00	14,000.00	100.00
3 Seeding Type C	SY	6,500.00	0.30	18,106.00	5,431.80	0.00	0.00	18,106.00	5,431.80	278.55*
4 Mulching Type 2 - Straw	SY	6,500.00	0.25	18,106.00	4,526.50	0.00	0.00	18,106.00	4,526.50	278.55*
5 Sediment Control Log 10" to 15" Dia	LF	950.00	3.25	260.00	845.00	0.00	0.00	260.00	845.00	27.37
6 Inlet Protection - Existing Inlet	EA	10.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7 Inlet Protection - New Inlet	EA	31.00	225.00	26.00	5,850.00	5.00	1,125.00	31.00	6,975.00	100.00
8 Stormwater Management	LS	1.00	1,200.00	0.90	1,080.00	0.10	120.00	1.00	1,200.00	100.00
Miscellaneous Sub Total				58,133.30		14,845.00		72,978.30		



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Sanitary Sewer								
9 F&I Manhole 4' Dia Reinf Conc	EA	11.00	49,500.00	0.00	0.00	11.00	49,500.00	100.00
10 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3.00	36,000.00	0.00	0.00	3.00	36,000.00	100.00
11 Connect Pipe to Exist Pipe	EA	2.00	900.00	0.00	0.00	2.00	900.00	100.00
12 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,740.00	94,016.00	0.00	0.00	3,616.00	94,016.00	96.68
13 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	40.00	2,840.00	0.00	0.00	40.00	2,840.00	100.00
14 F&I Pipe SDR 26 - 8" Dia PVC	LF	2,562.00	72,772.84	-46.00	-1,288.00	2,553.03	71,484.84	99.65
15 F&I Pipe SDR 35 - 10" Dia PVC	LF	670.00	21,490.00	0.00	0.00	614.00	21,490.00	91.64
16 F&I Pipe SDR 35 - 12" Dia PVC	LF	790.00	36,472.00	10.00	470.00	786.00	36,942.00	99.49
17 Connect Sewer Service	EA	75.00	18,750.00	0.00	0.00	75.00	18,750.00	100.00
18 F&I Saddle Wye 8"x6" PVC	EA	2.00	500.00	0.00	0.00	2.00	500.00	100.00
93 Connect Pipe to Exist Structure	EA	3.00	9,000.00	0.00	0.00	3.00	9,000.00	100.00
100 Saddle Wye	LS	1.00	670.73	0.00	0.00	1.00	670.73	100.00
		Sanitary Sewer Sub Total			-818.00		342,093.57	
Cass Rural Water Improvements								
19 F&I Fittings C153 Ductile Iron	LB	3,284.00	13,950.00	-111.00	-499.50	2,989.00	13,450.50	91.02
20 F&I Hydrant	EA	6.00	30,100.00	0.00	0.00	7.00	30,100.00	116.67*
21 F&I Insulation 4" Thick	SY	38.70	1,152.00	0.00	0.00	32.00	1,152.00	82.69
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	52.00	1,464.00	0.00	0.00	61.00	1,464.00	117.31*
23 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	4,580.00	120,773.64	-67.00	-1,742.00	4,578.14	119,031.64	99.96



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)		Quantity	Amount (\$)		
24	F&I Pipe C900 DR 18 - 12" Dia PVC LF	0.00	44.00	0.00	0.00	0.00		0.00	0.00		0.00
25	F&I Gate Valve 6" Dia EA	6.00	1,250.00	8,750.00	0.00			7.00	8,750.00		116.67*
26	F&I Gate Valve 8" Dia EA	14.00	1,650.00	26,400.00	-1.00	-1,650.00		15.00	24,750.00		107.14
27	F&I Pipe 1" Dia Water Service LF	3,250.00	12.50	38,725.00	0.00	0.00		3,098.00	38,725.00		95.32
28	F&I Pipe w/GB 1" Dia Water Service LF	14.00	42.00	588.00	0.00	0.00		14.00	588.00		100.00
29	F&I CS & Box 1" Dia EA	77.00	390.00	30,030.00	0.00	0.00		77.00	30,030.00		100.00
30	Connect Water Service EA	77.00	300.00	23,100.00	0.00	0.00		77.00	23,100.00		100.00
94	Connect Pipe to Exist Pipe EA	3.00	2,000.00	6,000.00	-1.00	-2,000.00		2.00	4,000.00		66.67
Storm Sewer		Cass Rural Water Improvements Sub Total			-5,891.50			295,141.14			
31	Modify Manhole EA	14.00	2,000.00	30,000.00	0.00	0.00		15.00	30,000.00		107.14
32	F&I Manhole 4' Dia Reinf Conc EA	7.00	2,200.00	17,600.00	0.00	0.00		8.00	17,600.00		114.29*
33	F&I Manhole 5' Dia Reinf Conc EA	2.00	5,000.00	10,000.00	0.00	0.00		2.00	10,000.00		100.00
34	F&I Manhole 6' Dia Reinf Conc EA	3.00	5,600.00	16,800.00	0.00	0.00		3.00	16,800.00		100.00
35	F&I Manhole 7' Dia Reinf Conc EA	1.00	8,900.00	8,900.00	0.00	0.00		1.00	8,900.00		100.00
36	F&I Inlet - Single Box (SBI) Reinf Conc EA	16.00	2,000.00	40,000.00	0.00	0.00		20.00	40,000.00		125.00*
37	F&I Inlet - Round (RDI) Reinf Conc EA	9.00	1,300.00	7,800.00	2.00	2,600.00		8.00	10,400.00		88.89
38	Connect Pipe to Exist Structure EA	10.00	550.00	5,500.00	0.00	0.00		10.00	5,500.00		100.00
39	F&I Pipe 12" Dia LF	665.00	23.00	15,196.10	0.00	0.00		660.70	15,196.10		99.35
40	F&I Pipe 15" Dia LF	878.00	28.00	19,402.88	89.94	2,518.32		782.90	21,921.20		89.17

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
41 F&I Pipe 18" Dia	LF	95.00	40.00	92.76	3,710.40	0.00	0.00	92.76	3,710.40	97.64
42 F&I Pipe 24" Dia	LF	75.00	56.00	48.00	2,688.00	0.00	0.00	48.00	2,688.00	64.00
43 F&I Pipe 30" Dia	LF	0.00	94.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44 F&I Pipe 12" Dia Reinf Conc	LF	68.00	36.00	72.00	2,592.00	0.00	0.00	72.00	2,592.00	105.88
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	250.00	72.00	326.20	23,486.40	15.60	1,123.20	341.80	24,609.60	136.72*
46 F&I Flared End Section 12" Dia Reinf Conc	EA	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00
47 F&I Flared End Section 15" Dia Reinf Conc	EA	2.00	950.00	2.00	1,900.00	0.00	0.00	2.00	1,900.00	100.00
48 F&I Splash Pad 7" Thick Reinf Conc	SY	5.00	225.00	5.00	1,125.00	0.00	0.00	5.00	1,125.00	100.00
49 Rem & Repl Casting - Self Leveling	EA	2.00	1,500.00	3.00	4,500.00	0.00	0.00	3.00	4,500.00	150.00*
95 Plug Pipe 27" thru 36" Dia	EA	1.00	560.00	1.00	560.00	0.00	0.00	1.00	560.00	100.00
96 F&I Pipe 15" Dia Reinf Conc	LF	290.00	45.00	489.28	22,017.60	-99.88	-4,494.60	389.40	17,523.00	134.28*
97 F&I Pipe 30" Dia Reinf Conc	LF	45.00	105.00	52.49	5,511.45	0.00	0.00	52.49	5,511.45	116.64*
98 F&I Pipe w/GB 18" Dia Reinf Conc	LF	114.50	82.00	114.50	9,389.00	0.00	0.00	114.50	9,389.00	100.00
99 Repair Rip Rap around pond FES	LS	1.00	2,053.04	1.00	2,053.04	0.00	0.00	1.00	2,053.04	100.00
101 Mobilization	LS	1.00	1,500.00	0.00	0.00	1.00	1,500.00	1.00	1,500.00	100.00
102 Relocate Stockpile	LS	1.00	2,000.00	0.00	0.00	1.00	2,000.00	1.00	2,000.00	100.00
103 Connect Pipe to Exist Pipe	EA	2.00	1,200.00	0.00	0.00	2.00	2,400.00	2.00	2,400.00	100.00
104 F&I Pipe 12" Dia PVC	LF	120.00	60.00	0.00	0.00	120.00	7,200.00	120.00	7,200.00	100.00
Storm Sewer Sub Total					251,531.87		14,846.92		266,378.79	

ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Paving								
50 Fill - Contractor Supply	CY	8,000.00	11.00	0.00	0.00	0.00	0.00	0.00
51 Excavation	CY	4,825.00	4.00	8,554.70	34,218.80	0.00	8,554.70	34,218.80
52 Subcut	CY	5,436.00	4.00	4,350.00	17,400.00	0.00	4,350.00	17,400.00
53 Subgrade Preparation	SY	16,308.00	2.00	16,308.00	32,616.00	0.00	16,308.00	32,616.00
54 F&I Woven Geotextile	SY	16,308.00	2.50	16,308.00	40,770.00	0.00	16,308.00	40,770.00
55 F&I Class 5 Agg - 8" Thick	SY	16,308.00	9.00	16,308.00	146,772.00	0.00	16,308.00	146,772.00
56 F&I Edge Drain 4" Dia PVC	LF	8,072.00	7.00	7,948.00	55,636.00	0.00	7,948.00	55,636.00
57 F&I Curb & Gutter Mountable (Type I)	LF	8,072.00	16.00	7,948.00	127,168.00	0.00	7,948.00	127,168.00
58 Rem & Repl Curb & Gutter	LF	130.00	80.00	158.50	12,680.00	0.00	158.50	12,680.00
59 F&I Sidewalk 4" Thick Reinf Conc	SY	1,012.00	45.00	1,012.00	45,540.00	0.00	1,012.00	45,540.00
60 F&I Sidewalk 6" Thick Reinf Conc	SY	307.00	46.00	307.00	14,122.00	0.00	307.00	14,122.00
61 Remove Sidewalk All Thicknesses All Types	SY	32.00	10.00	32.00	320.00	0.00	32.00	320.00
62 F&I Shared Use Path 5" Thick Reinf Conc	SY	2,688.00	46.00	2,688.00	123,648.00	0.00	2,688.00	123,648.00
63 F&I Det Warn Panels Cast Iron	SF	576.00	52.00	488.00	25,376.00	0.00	488.00	25,376.00
64 F&I Aggregate for Asph Pavement FAA 43	TON	4,568.00	39.50	5,036.36	198,936.22	0.00	5,036.36	198,936.22
65 F&I Asphalt Cement PG 58H-34	TON	256.00	500.00	272.70	136,350.00	0.00	272.70	136,350.00
66 Casting to Grade - Blvd	EA	14.00	435.00	14.00	6,090.00	0.00	14.00	6,090.00
67 Casting to Grade - no Conc	EA	33.00	435.00	33.00	14,355.00	0.00	33.00	14,355.00
68 GV Box to Grade - Blvd	EA	11.00	280.00	14.00	3,920.00	-1.00	13.00	3,640.00

ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

Contract	Unit	Quantity		Previous		Current		To Date		Percentage	
		Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
69	GV Box to Grade - no Conc	280.00	10.00	2,520.00	0.00	0.00	0.00	0.00	9.00	2,520.00	90.00
70	Remove Pavement 8" Thick Asph	12.00	135.00	1,620.00	0.00	0.00	0.00	0.00	135.00	1,620.00	100.00
71	Mulching Type 1 - Hydro	0.45	15,300.00	4,596.75	0.00	0.00	0.00	0.00	10,215.00	4,596.75	66.76
72	Seeding Type C	0.30	15,300.00	3,064.50	0.00	0.00	0.00	0.00	10,215.00	3,064.50	66.76
Paving Sub Total				1,047,719.27		-280.00				1,047,439.27	
Levee											
73	Topsoil - Strip & Spread	20,000.00	1.00	20,000.00	0.00	0.00	0.00	0.00	1.00	20,000.00	100.00
74	F&I Pipe 15" Dia	28.00	120.00	3,360.00	0.00	0.00	0.00	0.00	120.00	3,360.00	100.00
75	F&I Pipe 24" Dia	56.00	60.00	3,360.00	0.00	0.00	0.00	0.00	60.00	3,360.00	100.00
76	F&I Canal Gate 15" Dia Aluminum	4,500.00	2.00	9,000.00	0.00	0.00	0.00	0.00	2.00	9,000.00	100.00
77	F&I Canal Gate 24" Dia Aluminum	5,500.00	1.00	5,500.00	0.00	0.00	0.00	0.00	1.00	5,500.00	100.00
78	Embankment	5.00	12,820.00	56,015.00	0.00	0.00	0.00	0.00	11,203.00	56,015.00	87.39
79	Mulching Type 2 - Straw	0.20	18,000.00	2,749.40	0.00	0.00	0.00	0.00	13,747.00	2,749.40	76.37
80	Seeding Type C	0.30	18,000.00	4,124.10	0.00	0.00	0.00	0.00	13,747.00	4,124.10	76.37
81	Sediment Control Log 10" to 15" Dia LF	3.25	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Levee Sub Total				104,108.50		0.00				104,108.50	
Signing											
82	F&I Diamond Grade Cubed	25.00	77.80	1,945.00	32.60	815.00			110.40	2,760.00	141.90*
83	F&I High Intensity Prismatic	20.00	29.30	586.00	0.00	0.00			29.30	586.00	100.00
84	F&I Sign Assembly	65.00	4.00	260.00	0.00	0.00			4.00	260.00	100.00
85	F&I Sign Assembly & Anchor	75.00	17.00	1,275.00	1.00	75.00			18.00	1,350.00	105.88

ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage	
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete (%)	Complete (%)
86 F&I Barricade Type III	EA	3.00	525.00	0.00	0.00	3.00	1,575.00	3.00	1,575.00	100.00	100.00
87 Relocate Sign Assembly	EA	2.00	225.00	0.00	0.00	2.00	450.00	2.00	450.00	100.00	100.00
Signing Sub Total					4,066.00		2,915.00		6,981.00		
Street Lighting											
88 F&I Base 5' Deep Reinf Conc	EA	26.00	510.00	27.00	13,770.00	0.00	0.00	27.00	13,770.00	103.85	103.85
89 F&I Conductor #6 USE Cu	LF	15,792.00	1.45	15,792.00	22,898.40	0.00	0.00	15,792.00	22,898.40	100.00	100.00
90 F&I Innerduct 1.5" Dia	LF	5,372.00	6.50	5,372.00	34,918.00	0.00	0.00	5,372.00	34,918.00	100.00	100.00
91 F&I Luminaire Type A	EA	26.00	1,650.00	27.00	44,550.00	0.00	0.00	27.00	44,550.00	103.85	103.85
92 F&I Light Standard Type A	EA	26.00	1,850.00	27.00	49,950.00	0.00	0.00	27.00	49,950.00	103.85	103.85
Street Lighting Sub Total					166,086.40		0.00		166,086.40		
Summary											
1. Original Contract Amount										\$ 2,276,863.90	
2. Net Change by Change Order										\$ 67,916.20	
3. Contract Amount To Date										\$ 2,344,780.10	
4. Total Work Completed to Date										\$ 2,301,206.97	
5. Retainage @ 0.00 % to Date										\$ 113,779.48	
6. Previous Retainage										\$ 113,779.48	
7. Retainage This Period										\$ 0.00	
8. Liquidated Damages										\$ -50,000.00	
20.00 Days to Date											



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

20.00 Days to Previous

0.00 Days This Period

9. Material on Hand (Payment)

10. Material on Hand (Recovery)

11. Adjustments

12. Total Due to Date

13. Previous Payments

14. Payment Due This Estimate

15. Amount allowed Pay Estimate # 11 - FINAL

\$ -50,000.00
\$ 0.00
\$ 0.00
\$ 0.00
\$ -50,000.00
\$ 2,251,206.97
\$ 2,111,810.07
\$ 139,396.90
\$ 139,396.90

Workflow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	06/17/2021	jsatterlund	StageInitialized			

REPORT OF ACTION

(22)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-F1 Type: Negative Final Balancing Change Order #3

Location: 62nd Ave S, 21st St – 22nd St Date of Hearing: 7/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/12/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Negative Final Balancing Change Order #3 in the amount of -\$39,143.94, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of -\$39,143.94, bringing the total contract amount to \$2,074,437.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Fox Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$39,143.94, bringing the total contract amount to \$2,074,437.00 to Fox Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: July 1, 2021
Re: Improvement District No. BN-20-F1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BN-20-F1 is for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Site Grading & Incidentals on 62nd Avenue South, on 21st Street South and on 22nd Street South in the Legacy I Sixth Addition.

Attached is Negative Final Balancing Change Order #3 in the amount of -\$39,143.94 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 2,091,266.50
Change Order #1	\$ 13,896.45
Change Order #2	\$ 8,417.99
FBCO #3:	<u>\$ -39,143.94</u>
Total Contract:	\$ 2,074,437.00

This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$39,143.94, which brings the total contract amount to \$2,074,437.00 to Fox Underground.

WRB/klb
Attachments



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	BN-20-F1	Change Order No	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals		
Date Entered	7/1/2021	For	Fox Underground

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Negative Final Balancing Change Order

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer										
	5	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	944.00	0.00	944.00	-929.00	15.00	2.00	-1,858.00
	9	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,584.00	0.00	1,584.00	40.50	1,624.50	26.00	1,053.00
	13	Connect Sewer Service	EA	29.00	0.00	29.00	-1.00	28.00	250.00	-250.00
Sanitary Sewer Sub Total (\$)										-1,055.00
Water Main										
	15	F&I Fittings C153 Ductile Iron	LB	1,512.00	0.00	1,512.00	59.00	1,571.00	4.25	250.75
	19	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	27.00	0.00	27.00	1.00	28.00	24.00	24.00
	26	F&I Pipe 1" Dia Water Service	LF	1,284.00	0.00	1,284.00	2.00	1,286.00	13.00	26.00
Water Main Sub Total (\$)										300.75
Storm Sewer										
	35	F&I Inlet - Round (RDI) Reinf Conc	EA	10.00	1.00	11.00	-1.00	10.00	1,300.00	-1,300.00
	46	F&I Pipe 24" Dia Reinf Conc	LF	227.00	16.00	243.00	-16.00	227.00	55.00	-880.00
	50	F&I Pipe w/GB 12" Dia Reinf Conc	LF	32.00	0.00	32.00	2.00	34.00	50.00	100.00
	55	Rem & Repl Shared Use Path 4" Thick Reinf Conc	SY	67.00	0.00	67.00	-15.00	52.00	75.00	-1,125.00
Storm Sewer Sub Total (\$)										-3,205.00
Paving										
	65	F&I Edge Drain 4" Dia PVC	LF	4,907.00	0.00	4,907.00	65.00	4,972.00	7.00	455.00
	66	F&I Curb & Gutter Mountable (Type I)	LF	1,809.00	0.00	1,809.00	-91.00	1,718.00	18.00	-1,638.00
	67	F&I Curb & Gutter Standard (Type II)	LF	3,098.00	0.00	3,098.00	156.00	3,254.00	19.00	2,964.00
	68	Remove Curb & Gutter	LF	10.00	0.00	10.00	37.00	47.00	10.00	370.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Paving	69	F&I Sidewalk 4" Thick Reinf Conc	SY	636.00	0.00	636.00	-45.52	590.48	55.00	-2,503.60
	70	F&I Sidewalk 6" Thick Reinf Conc	SY	99.00	0.00	99.00	-8.88	90.12	48.00	-426.24
	71	F&I Shared Use Path 5" Thick Reinf Conc	SY	2,311.00	0.00	2,311.00	5.00	2,316.00	45.00	225.00
	72	F&I Shared Use Path 6" Thick Reinf Conc	SY	82.00	0.00	82.00	-10.41	71.59	50.00	-520.50
	73	F&I Det Warn Panels Cast Iron	SF	355.00	0.00	355.00	-7.00	348.00	52.00	-364.00
	74	F&I Aggregate for Asph Pavement FAA 43	TON	3,700.00	0.00	3,700.00	-305.00	3,395.00	39.50	-12,047.50
	75	F&I Asphalt Cement PG 58H-34	TON	222.00	0.00	222.00	-38.00	184.00	500.00	-19,000.00
	79	GV Box to Grade - Blvd	EA	2.00	0.00	2.00	1.00	3.00	280.00	280.00
								Paving Sub Total (\$)		-32,205.84
Street Lighting	83	Remove Street Light	EA	1.00	0.00	1.00	-1.00	0.00	350.00	-350.00
	84	Relocate Street Light	EA	1.00	0.00	1.00	-1.00	0.00	800.00	-800.00
	85	Remove Feed Point	EA	1.00	0.00	1.00	-1.00	0.00	650.00	-650.00
	86	F&I Base 5' Deep Reinf Conc	EA	18.00	0.00	18.00	-2.00	16.00	510.00	-1,020.00
	87	Remove Base	EA	1.00	0.00	1.00	-1.00	0.00	510.00	-510.00
	88	F&I Conductor #6 USE Cu	LF	10,905.00	0.00	10,905.00	-2,583.00	8,322.00	1.45	-3,745.35
	89	F&I Innerduct 1.5" Dia	LF	3,227.00	0.00	3,227.00	-242.00	2,985.00	6.50	-1,573.00
	90	F&I Luminaire Type A	EA	17.00	0.00	17.00	-1.00	16.00	1,100.00	-1,100.00
	91	F&I Light Standard Type A	EA	17.00	0.00	17.00	-1.00	16.00	1,700.00	-1,700.00
	92	F&I Pull Box	EA	3.00	0.00	3.00	-1.00	2.00	830.00	-830.00
								Street Lighting Sub Total (\$)		-12,278.35
Signing	93	F&I Sign Assembly	EA	4.00	0.00	4.00	1.00	5.00	55.00	55.00
	94	F&I Sign Assembly & Anchor	EA	20.00	0.00	20.00	-7.00	13.00	75.00	-525.00
	95	F&I Diamond Grade Cubed	SF	85.10	0.00	85.10	-10.50	74.60	25.00	-262.50
	96	F&I High Intensity Prismatic	SF	32.00	0.00	32.00	-3.00	29.00	20.00	-60.00
								Signing Sub Total (\$)		-792.50
LOMR-F	100	Fill - Contractor Supply	CY	30,586.00	0.00	30,586.00	841.00	31,427.00	12.00	10,092.00
								LOMR-F Sub Total (\$)		10,092.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Summary**Source Of Funding**

Net Amount Change Order # 3 (\$)	-39,143.94
Previous Change Orders (\$)	22,314.44
Original Contract Amount (\$)	2,091,266.50
Total Contract Amount (\$)	2,074,437.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/18/2020		0.00	0.00	10/18/2020	

Description**APPROVED****APPROVED DATE**

For Contractor



Department Head

Title

Mayor

Attest

7-1-2021

7/6/21



July 7, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, July 7, 2021, for Alley Paving, Improvement District No. AN-21-A1, located south of 1st Avenue North and between 10th Street North and 11th Street North.

The bids were as follows:

Master Construction Co., Inc.	\$118,000.00
Northern Improvement Co.	\$150,578.00
Paras Contracting, Inc.	\$152,979.00
Opp Construction	\$157,597.00

Engineer's Estimate	\$131,280.00
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The special assessment escrow is not required.

Three protests were received amounting to 10.3% of the Improvement District. We recommend that the protests be declared insufficient and the contract be awarded to Master Construction Co., Inc. in the amount of \$118,000.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # AN-21-A1****Alley Paving**

Reconstruction of alley south of 1st Ave N and between 10th St N and 11th St N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Alley Paving Improvement District # AN-21-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving				
1 Remove Pavement All Thicknesses All Types	SY	1,118.00	8.00	8,944.00
2 Subgrade Preparation	SY	1,088.00	4.00	4,352.00
3 F&I Pavement 7" Thick Reinf Conc	SY	1,088.00	85.00	92,480.00
4 Casting to Grade - w/Conc	EA	1.00	750.00	750.00
5 Mulching Type 1 - Hydro	SY	50.00	30.00	1,500.00
6 Seeding Type B	SY	50.00	30.00	1,500.00
7 Temp Construction Entrance	EA	2.00	1,217.00	2,434.00
8 Inlet Protection - Existing Inlet	EA	4.00	175.00	700.00
9 Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00
10 F&I Rock Mulch	TON	10.00	200.00	2,000.00
11 F&I Sidewalk 4" Thick Reinf Conc	SY	4.00	75.00	300.00
12 F&I Driveway 7" Thick Reinf Conc	SY	24.00	85.00	2,040.00
Paving Total				118,000.00
Total Construction in \$				118,000.00
Engineering				6.00 % 7,080.00
Legal & Misc				3.00 % 3,540.00
Contingencies				5.00 % 5,900.00
Administration				4.00 % 4,720.00
Interest				4.00 % 4,720.00
Outside Engineering				10.17 % 12,000.60
Total Estimated Costs				155,960.60
Special Assessments				148,680.60
LOMR - Developer Funded				7,280.00
Unfunded Costs				0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 07/07/2021


Tom Knakmuhs

Assistant City Engineer

